

1      GEORGE SHORT (State Bar No. 62774)  
2      STEVEN A. JUNG (State Bar No. 107428)  
3      BROWNSTEIN HYATT FARBER SCHRECK, LLP  
4      1021 Anacapa Street, 2<sup>nd</sup> Floor  
5      Santa Barbara, CA 93101  
6      Telephone: (805) 963-7000  
7      Facsimile: (805) 965-4333

8      Attorneys for Petitioner,  
9      JAMIE LYNN SPEARS, Trustee

10

11     **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12     **FOR THE COUNTY OF LOS ANGELES**

13     In the Matter of the

14     SJB REVOCABLE TRUST, under  
15     Declaration of Trust dated July 26, 2004.

16     Case No. BP 109096

17     **PETITION FOR ORDER INSTRUCTING  
18     TRUSTEE TO DEPOSIT TRUST ASSETS  
19     INTO BLOCKED ACCOUNT(S)**

20     **[PROBATE CODE §§17200(B)(6) AND  
21     2328]**

22     Assigned To:

23     Date: 11/02/2020  
24     Time: 8:30 AM  
25     Department: 9

26     Petitioner, **Jamie Lynn Spears** ("Petitioner"), by her attorneys, Brownstein Hyatt Farber Schreck,  
27     LLP, alleges:

28     **1. Petitioner is the Trustee of the SJB Revocable Trust**

29     Petitioner is the trustee of the SJB Revocable Trust (the "SJB Trust").

30     **2. Creation of the SJB Revocable Trust**

31     The SJB Trust was created pursuant to a declaration of trust (the "Declaration of Trust")  
32     executed by **Britney Jean Spears** (the "Settlor") as settlor and initial trustee, on July 26, 2004.  
33     The SJB Trust is revocable by the Settlor. Copies of the Declaration of Trust are on file in this  
34     matter.

35     **3. Sole Beneficiary**

36     The **Settlor/Conservatee** is the sole beneficiary of the SJB Trust during her lifetime.

1      **4. Principal Place of Administration**

2      The principal place of administration of the SJB Trust is in Los Angeles County,  
3      California, location of the current trust proceeding BP 109096 and related conservatorship  
4      proceedings involving the settlor, case number BP 108870.

5      **5. Conservator of the Estate for Settlor**

6      In 2008 in case number BP 108870, **James Spears** ("James") was appointed a co-  
7      conservator of the Settlor's estate and in 2009, by Order dated March 5, 2019, became sole  
8      conservator of the Settlor's estate. James continues to serve as sole **Conservator**.

9      **6. Initial Successor Trustee**

10     **Upon the appointment of James and Andrew M. Wallet ("Wallet") as co-conservators for**  
11     the Settlor's estate, the **Settlor** (as "Conservatee") was rendered legally unable to serve as trustee  
12     of the SJB Trust and, pursuant to the Declaration of Trust, **Ivan Taback** ("Taback") succeeded the  
13     Settlor as successor trustee.

14     **7. Amendment to Trust**

15     **The Court issued an Order Granting Petition for Substituted Judgment in the**  
16     conservatorship proceeding, a redacted version of which was filed on May 3, 2018 (the "2018  
17     Order"). Among other things, the 2018 Order authorized James and Wallet, as co-conservators  
18     for the Settlor, to amend the SJB Trust by executing a document submitted to and approved by  
19     the Court titled "First Amendment to the SJB Revocable Trust" (the "First Amendment"). A copy  
20     of the 2018 Order without attachments is attached as Exhibit "A" and a copy of the First  
21     Amendment, executed by James and Wallet, is attached as Exhibit "B." The SJB Trust has not  
22     been further modified, amended or revoked.

23     **8. Appointment of Jamie Lynn Spears as Second Successor Trustee of the SJB Trust**

24     The First Amendment names Jamie Lynn Spears as the trustee of the SJB Trust.

25     **9. Blocked Account In Lieu of Bond**

26     The First Amendment provides in relevant part as follows:

27     **In lieu of bond, the Trustee shall at all times maintain the assets of the**  
28     **Trust at a California trust company or financial institution in one or more blocked**  
29     **accounts that comply fully with the requirements of Probate Code sections 2328**

1 and through 2456, inclusive. All blocked accounts must be held on the express  
2 condition that the property, including any earnings thereon, **will not be withdrawn**  
3 **except on prior authorization of the Court.** All assets held in blocked accounts may  
4 be invested and reinvested within such accounts in compliance with the provisions  
5 of this Trust and applicable law **so long as no funds are withdrawn.** A receipt and a  
6 written agreement not to permit withdrawals unless specifically authorized by the  
7 Court must be executed by the depository and filed with the Court exercising  
8 jurisdiction over this Trust for each blocked account. All such receipts and  
9 agreements may be sealed on the basis that they are confidential financial  
10 information and no less restrictive basis exists to protect the privacy interests of  
11 the beneficiaries of this Trust.

12 **This Petition**, if granted, will allow Petitioner, in her capacity as Trustee of the SJB  
13 Trust, **to establish one or more blocked accounts** in compliance with the First Amendment  
14 and the 2018 Order.

15 **10. Selection of Custodian**

16 Petitioner, as Trustee, has selected **Fidelity Brokerage Services** ("Fidelity") to serve as the  
17 **custodian** and depository for all of the SJB Trust's blocked accounts. Copies of Fidelity's  
18 Separately Managed Trust Account Application and Fidelity's Confidential Relationship Pricing  
19 and Custody Fee Schedule that will apply to Fidelity's services as custodian for the blocked  
20 accounts are attached as Exhibits "C" and "D", respectively, and incorporated by this reference.  
The Account Application provides that changes in Fidelity's Fee Schedule may be effected upon  
written notice.

21 **11. Additional Language Requested by Fidelity**

22 Fidelity has requested that the following additional clarifying language be added to the  
23 Court's order for deposit of trust assets in a blocked account:

24 "Notwithstanding any provision of the 'First Amendment to the SJB Revocable Trust',  
25 Fidelity Brokerage Services will be authorized to deduct fees and expenses in accordance  
26 with its standard fee schedule. **Fidelity will, as instructed by the Investment Advisor, also**  
27 **deduct fees payable to the Investment Advisor on the blocked account(s) referenced**  
28 **herein. Such fees shall be agreed upon by Trustee and the Investment Advisor.**"

The fees of the investment advisor are discussed below.

29 **12. Proposed Conditions for Blocked Account**

30 In accordance with the First Amendment and the additional provisions requested by

1 Fidelity, Petitioner proposes that all assets of the SJB Trust be deposited and retained in one or  
2 more blocked accounts with **Fidelity Brokerage Services as the custodian** and depository on the  
3 following conditions:

- 4 a. All blocked accounts must comply fully with the requirements of Probate  
5 Code Sections 2328 and 2453 through 2456, inclusive;
- 6 b. All blocked accounts must be held on the express condition that the  
7 property, including any earnings thereon, **will not be withdrawn (i) without**  
8 **a written order** under the case name and number of the above-captioned  
9 proceeding, signed by a judge, and bearing the seal of this Court, or (ii) as  
10 specifically set forth below;
- 11 c. Notwithstanding any provision of the “First Amendment to the SJB  
12 Revocable Trust,” Fidelity Brokerage Services is authorized to deduct fees  
13 and expenses in accordance with its standard fee schedule;
- 14 d. Notwithstanding any provision of the “First Amendment to the SJB  
15 Revocable Trust,” Fidelity Brokerage Services will, as instructed by the  
16 Investment Advisor, **also deduct fees payable to the Investment Advisor** on  
17 the blocked account(s) referenced herein. Such fees shall be agreed upon  
18 by the party then serving as the trustee of the SJB Trust and the Investment  
19 Advisor, but will not exceed 0.75% of the SJB Trust’s assets under  
20 management for the Investment Advisor’s advisory services (excluding  
21 other costs that the SJB Trust may incur, such as transaction fees, or other  
22 management fees charged by non-affiliated third parties, including separate  
23 account managers, exchange-traded funds, mutual funds, real estate  
24 investment trusts, alternative investments, custodians, and other fees);
- 25 e. All assets held in blocked accounts may be invested and reinvested within  
26 such accounts in compliance with the provisions of the Declaration of  
27 Trust, the First Amendment, applicable law and prior orders of this Court;  
28 and

1 f. A receipt and a written agreement not to permit withdrawals unless  
2 specifically authorized by the Court must be executed by the depository  
3 and filed with the Court in this proceeding for each blocked account. All  
4 such receipts and agreements may be sealed on the basis that they are  
5 confidential financial information and no less restrictive basis exists to  
6 protect the privacy interests of the beneficiaries of the SJB Trust.

7 **13. Persons Being Provided Notice**

8 The following persons are entitled to receive notice in this case:

9 Britney Jean Spears 10 c/o Samuel D. Ingham, III, Esq. 11 444 South Flower Street, Suite 4260 12 Los Angeles, CA 90071-2966 13 <a href="mailto:singham@inghamlaw.com">singham@inghamlaw.com</a>	14 Adult	15 <i>Conservatee</i>
16 Samuel D. Ingham, III, Esq. 17 444 South Flower Street, Suite 4260 18 Los Angeles, CA 90071-2966 19 <a href="mailto:singham@inghamlaw.com">singham@inghamlaw.com</a>	20 Adult	21 <i>Court Appointed Counsel for Britney Jean Spears, Conservatee</i>
22 James P. Spears 23 c/o Geraldine A. Wyle, Esq. and 24 Jeryll S. Cohen, Esq. 25 Freeman, Freeman & Smiley, LLP 26 1888 Century Park East, Suite 1900 27 Los Angeles, California 90067 28 <a href="mailto:geraldine.wyle@ffslaw.com">geraldine.wyle@ffslaw.com</a> <a href="mailto:jeryll.cohen@ffslaw.com">jeryll.cohen@ffslaw.com</a>	29 Adult	30 <i>Conservator of the Estate of Britney Jean Spears</i>
31 Geraldine A. Wyle, Esq. and 32 Jeryll S. Cohen, Esq. 33 Freeman, Freeman & Smiley, LLP 34 1888 Century Park East, Suite 1900 35 Los Angeles, California 90067 36 <a href="mailto:geraldine.wyle@ffslaw.com">geraldine.wyle@ffslaw.com</a> <a href="mailto:jeryll.cohen@ffslaw.com">jeryll.cohen@ffslaw.com</a>	37 Adult	38 <i>Attorneys for Conservator</i>

39 The following person has requested special notice in this case:

40 <b>Yasha Bronshteyn, Esq.</b> 41 Ginzburg & Bronshteyn, LLP 42 11111 Santa Monica Blvd, Suite 1840 43 Los Angeles, CA 90025 44 <a href="mailto:yasha@gbllp-law.com">yasha@gbllp-law.com</a>	45 Adult	46 <i>Attorney for Lynne Spears</i>
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47 *///*

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49 19307493

1 The following persons are also being provided notice as a courtesy:

2 Lynne Spears Adult *Mother of Britney Jean*  
3 c/o Yasha Bronshteyn, Esq. Spears  
4 Ginzburg & Bronshteyn, LLP  
5 11111 Santa Monica Blvd, Suite 1840  
6 Los Angeles, CA 90025  
7 [yasha@gblp-law.com](mailto:yasha@gblp-law.com)

8 **Gladstone N. Jones, III**, Esq. Adult *Attorney for Lynne Spears*  
9 Jones Swanson Huddell & Garrison,  
10 LLC  
11 Pan-American Life Center  
12 601 Pyodras Street, Suite 2655  
13 New Orleans, LA 70130  
14 [gjones@jonesswanson.com](mailto:gjones@jonesswanson.com)

15 WHEREFORE Petitioner prays for an order of this Court:

16 1. Directing that all assets of the SJB Trust be deposited and retained in one or more  
17 blocked accounts with Fidelity Brokerage Services as the **custodian** and depository on the  
18 following conditions:

19 a. All blocked accounts must comply fully with the requirements of Probate  
20 Code Sections 2328 and 2453 through 2456, inclusive;

21 b. All blocked accounts must be held on the express condition that the  
22 property, including any earnings thereon, will not be withdrawn (i) without  
23 a written order under the case name and number of the above-captioned  
24 proceeding, signed by a judge, and bearing the seal of this Court, or (ii) as  
25 specifically set forth below;

26 c. Notwithstanding any provision of the “First Amendment to the SJB  
27 Revocable Trust,” Fidelity Brokerage Services is authorized to deduct fees  
28 and expenses in accordance with its standard fee schedule;

29 d. Notwithstanding any provision of the “First Amendment to the SJB  
30 Revocable Trust,” Fidelity Brokerage Services will, as instructed by the  
31 Investment Advisor, also deduct **fees payable to the Investment Advisor** on  
32 the blocked account(s) referenced herein. Such fees shall be agreed upon  
33 by the party then serving as the trustee of the SJB Trust and the Investment  
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1 Advisor, but will not exceed 0.75% of the SJB Trust's assets under  
2 management for the Investment Advisor's advisory services (excluding  
3 other costs that the SJB Trust may incur, such as transaction fees, or other  
4 management fees charged by non-affiliated third parties, including separate  
5 account managers, exchange-traded funds, mutual funds, real estate  
6 investment trusts, alternative investments, custodians, and other fees);

7 e. All assets held in blocked accounts may be invested and reinvested within  
8 such accounts in compliance with the provisions of the Declaration of  
9 Trust, the First Amendment, applicable law and prior orders of this Court;  
10 and

11 f. A receipt and a written agreement ~~not to permit withdrawals unless~~  
12 ~~specifically authorized by the Court~~ must be executed by the depository  
13 and filed with the Court in this proceeding for each blocked account. All  
14 such receipts and agreements may be sealed on the basis that they are  
15 confidential financial information and no less restrictive basis exists to  
16 protect the privacy interests of the beneficiaries of the SJB Trust;

17 2. Authorizing, instructing and directing Petitioner, as Trustee of the SJB Trust, to  
18 take any and all actions necessary or convenient to implement the within order, including but not  
19 limited to executing and delivering account applications and trustee certifications; and

20 3. Granting such further relief as the Court may consider proper.

21 Dated: August 21, 2020

22 BROWNSTEIN HYATT FARBER  
SCHRECK, LLP

23 By:   
24 George Short  
25 Attorneys for Trustee

## VERIFICATION

STATE OF LOUISIANA )  
Tangipahoa PARISH )

I, Jamie Lynn Spears, am the petitioner in this matter. I have read the foregoing Petition for Order Instructing Trustee to Deposit Trust Assets Into Blocked Account(s) and know its contents. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 18, 2020 at Hammond, Louisiana.

Jamie Lynn Spears

**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
1021 Anacapa Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

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## Exhibit “A”

PETITION FOR ORDER INSTRUCTING TRUSTEE TO DEPOSIT TRUST ASSETS

FREEMAN, FREEMAN & SMILEY, LLP  
1888 CENTURY PARK EAST, SUITE 1900  
LOS ANGELES, CALIFORNIA 90067  
(310) 255-6100

1 GERALDINE A. WYLE (BAR NO. 89735)  
geraldine.wyle@ffslaw.com  
2 JERYLL S. COHEN (BAR NO. 125392)  
jerryll.cohen@ffslaw.com  
3 REBEKAH E. SWAN (BAR NO. 186307)  
rebekah.swan@ffslaw.com  
4 FREEMAN, FREEMAN & SMILEY, LLP  
1888 Century Park East, Suite 1900  
5 Los Angeles, California 90067  
Telephone: (310) 255-6100  
6 Facsimile: (310) 255-6200

7 Attorneys for James P. Spears, Co-Conservator of  
the Estate and Conservator of the Person

8 ANDREW M. WALLET (BAR NO. 93043)  
9 Attorney at Law  
andrew@walletlaw.com  
10 P.O. Box 351237  
Los Angeles, CA 90035  
11 Telephone: (805) 987-7198  
Facsimile: (323) 857-7198  
12 Co-Conservator of the Estate  
13

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF LOS ANGELES, CENTRAL DISTRICT  
16

17 In re the Conservatorship of the Person and  
Estate of

Case No. BP 108870

18 BRITNEY JEAN SPEARS,

19 Conservatee.  
ORDER GRANTING PETITION FOR  
SUBSTITUTED JUDGMENT

20 [Probate Code §2580(a)(5) and (13)]

21 Date: December 13, 2017

22 Time: 10:00 a.m.

23 Dept: 99

24 Judge: Hon. Brenda J. Penny, Judge *Pro Tem*

25  
26 [FILED UNDER SEAL IN DEPT. 994  
PURSUANT TO MINUTE ORDER  
DATED 01/24/18. ORDER GRANTING  
MOTION TO SEAL ENTERED ON  
04/09/18]

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28 3650556.3 26244-330

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ORDER GRANTING PETITION FOR SUBSTITUTED JUDGMENT

1        The Petition for Substituted Judgment [Probate Code §2580(a)(5) and (13)], as  
2        supplemented, filed by ANDREW M. WALLET, Co-Conservator of the Estate and JAMES P.  
3        SPEARS, Conservator of the Person and Co-Conservator of the Estate (collectively "Petitioners")  
4        of BRITNEY JEAN SPEARS, Conservatee ("Ms. Spears"), came on regularly for hearing on  
5        December 13, 2017 at 10:00 a.m. in Department 99 of this Court, the Honorable BRENDA J.  
6        PENNY, Judge, *Pro Tem* presiding. Appearances were made as follows: GERALDINE A.  
7        WYLE and JERYLL S. COHEN of Freeman, Freeman & Smiley, LLP, appeared for JAMES P.  
8        SPEARS, who also appeared; SAMUEL D. INGHAM, III, appeared as the court-appointed  
9        counsel for BRITNEY JEAN SPEARS, the Conservatee; and ANDREW M. WALLET also  
10       appeared.

11       Having considered the record, pleadings, the declarations and hearing the testimony  
12       presented in Court, from proof made to the satisfaction of the Court,

13       THE COURT FINDS THAT:

- 14            A.        Notice of hearing has been given as required by law.
- 15            B.        All of the allegations of the Petition as supplemented are true.
- 16            C.        The Conservatee is not opposed to the relief requested in the Petition as  
17        supplemented, and has advised her court-appointed counsel that she has consented to each of the  
18        documents.
- 19            D.        The actions proposed in the Petition as supplemented will have no adverse  
20        effect on the Conservatorship Estate.
- 21            E.        No objections to the relief requested in the Petition as supplemented have  
22        been made or filed and no one appeared in opposition to said Petition.

23        NOW, THEREFORE, IT IS ORDERED THAT:

- 24            1.        The Petition for Substituted Judgment of Andrew M. Wallet and James P.  
25        Spears, as Co-Conservators of the Estate of Britney Jean Spears, Conservatee, as supplemented  
26        by the First, Second and Third Supplements is granted;

27  
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1                   2. Andrew M. Wallet and James P. Spears, as Co-Conservators of the Estate  
2 are authorized to execute on behalf of Britney Jean Spears, Conservatee, the revocable trust in the  
3 form of the following Document A;

4                   3. No annual or bi-annual accountings or status reports are required to be filed  
5 with this Court unless and until such revocable trust executed by the Co-Conservators is more  
6 than nominally funded;

7                   4. Andrew M. Wallet and James P. Spears, as Co-Conservators of the Estate  
8 are authorized to execute on behalf of Britney Jean Spears, Conservatee, the Will of Britney Jean  
9 Spears in the form of the following Document B;

10                  5. Andrew M. Wallet and James P. Spears, as Co-Conservators of the Estate  
11 are authorized to execute on behalf of Britney Jean Spears, Conservatee, the First Amendment to  
12 the SJB Revocable Trust in the form of Document C;

13                  6. Andrew M. Wallet and James P. Spears, as Co-Conservators of the Estate  
14 are authorized to execute on behalf of Britney Jean Spears, Conservatee, the Appointment of  
15 Successor Trustee SJB 2004 Insurance Trust in the form of Document D. (Relief was  
16 withdrawn, pursuant to 12/13/17 minute order). PS

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18 [SIGNATURE OF THE HON. COMMISSIONER BRENDA J. PENNY, JUDGE *PRO TEM*  
19                   FOLLOWS LAST ATTACHMENT]

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1 Approved as to form: *and Enfant*

2 *Samuel D. Ingham, III*  
3 Court-appointed counsel for Britney J. Spears

4  
5 Paragraph 6 on page 3 is not granted, as 12/13/17 minute order  
6 indicates that the relief requested was withdrawn, pursuant to  
7 IT IS SO ORDERED. Counsel's request.

8  
9 Dated: 5/2/18

10 Dated: 4-5-18

11 Brenda J. Penny, Judge Pro Tem

12 **BRENDA PENNY**

13 PS

I certify that this is a true and correct copy of the  
original ORDER  
on file in this office consisting of 138 pages.

SHERRI R. CARTER, Executive Officer / Clerk of the  
Superior Court of California, County of Los Angeles

Date: JUN 15 2018 By D. Wade Deputy

**D. WADE**



1 Exhibit "B"  
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4 First Amendment to SJB Revocable Trust  
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8 [See Attached]  
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**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
1021 Anacapa Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

19307493

Exhibit "B"

PETITION FOR ORDER INSTRUCTING TRUSTEE TO DEPOSIT TRUST ASSETS



KIDS & FAMILY TRUST (the “Kids & Family Trust”), to be held, administered and distributed in accordance with its terms as it may have been amended from time to time before the Settlor’s death. If for any reason the Kids & Family Trust is not in existence on the date of the Settlor’s death, or this gift to the Kids & Family Trust fails for any reason, the Trustee shall hold the Trust assets in trust, the terms of which shall be identical to the terms of the declaration of trust establishing the Kids & Family Trust, a copy of which is attached hereto as Exhibit A and the terms of which are hereby incorporated herein by this reference. The Trustee shall have no liability for promptly distributing the Trust assets to the trustee or co-trustees of the Kids & Family Trust, and the trustee or co-trustees of the Kids & Family Trust shall indemnify the Trustee for any liabilities arising from obligations of the Settlor or estate tax attributable to the Settlor’s death.

4. [reserved].

5. [reserved].”

**C. Amendment of Paragraph 6.** Paragraph 6 of the Trust is hereby amended to read in its entirety as follows:

“6. (a) During the Settlor’s lifetime, the sole Trustee of the Trust shall be JAMIE LYNN SPEARS (“JAMIE LYNN”). However, JAMIE LYNN shall at all times have the authority, but not the obligation, (i) to appoint, to serve with JAMIE LYNN as Co-Trustee or to serve as a custodian or agent, an institutional trustee that is qualified to act as such in the State of California and that has capital, undivided profits and surplus aggregating at least \$50,000,000; (ii) to remove any such institutional trustee and serve again as sole Trustee; or (iii) to remove such institutional trustee and appoint an institutional trustee as successor Co-Trustee in its place. Upon the death or resignation of JAMIE LYNN, any institutional trustee so appointed shall also cease to serve as Co-Trustee, agent or custodian unless specifically retained by the designated successor Trustee or Co-Trustee, or unless such institutional trustee is the successor Trustee designated either by JAMIE LYNN or otherwise pursuant to this instrument. It is the Settlor’s intent that during the Settlor’s lifetime and if JAMIE LYNN is no longer serving as sole Trustee, there shall always be an institutional trustee serving either as sole Trustee or as Co-Trustee with an individual successor Trustee. Notwithstanding the foregoing, while the Settlor is living and under a conservatorship of her estate, no successor Trustee or Co-Trustee designated by JAMIE LYNN, whether an individual or institution, may serve unless and until such successor is approved by a court of competent jurisdiction (referred to herein as the “Court”).

(b) After the Settlor's death, the Co-Trustees shall be (i) JAMIE LYNN, and (ii) an institutional trustee selected by JAMIE LYNN that is qualified to act as such in the State of California and that has capital, undistributed profits and surplus aggregating at least \$50,000,000. JAMIE LYNN is required to appoint the institutional Co-Trustee within 30 days of the Settlor's date of death. It is the Settlor's intent that following her death, there shall always be an institutional trustee serving as sole Trustee or as Co-Trustee with JAMIE LYNN or with one of JAMIE LYNN's successor Trustees.

(c) If at any time, including during the Settlor's lifetime, JAMIE LYNN is unable or unwilling to continue to serve as Trustee, then the person designated by JAMIE LYNN as a successor individual Co-Trustee shall replace her, provided that, if there is no successor individual Co-Trustee designated by JAMIE LYNN willing and able to serve as Trustee in her place, then the institutional Co-Trustee then serving, if any, or its successor in interest, shall serve as sole Trustee. If the institutional Co-Trustee then serving is unable or unwilling to continue to serve as a Trustee, or if no institutional Co-Trustee is then serving, then the institutional trustee designated by JAMIE LYNN to serve as institutional Co-Trustee shall replace it, and if there is no institutional trustee designated by JAMIE LYNN that is willing and able to serve as Trustee, then the Court shall appoint a successor institutional trustee to fill the vacancy. JAMIE LYNN shall prepare and maintain with the Trust records a written instrument, signed and dated by JAMIE LYNN, identifying by name and order of succession the individuals and institutional trustees who will serve as successor individual and institutional Co-Trustees in the event JAMIE LYNN ceases to serve as Trustee for any reason. JAMIE LYNN may change her designations, and the most recently executed designation shall control. Notwithstanding the foregoing, while the Settlor is living and under a conservatorship of her estate, no successor Trustee or Co-Trustee designated by JAMIE LYNN may serve unless and until such successor is approved by a court of competent jurisdiction. .

(d) An individual Trustee shall cease to act as Trustee hereunder if he or she is under a legal disability or if by reason of illness or mental or physical disability, in the written opinion of two doctors then practicing medicine, he or she is unable to manage his or her affairs. Each Trustee acting hereunder hereby waives any doctor-patient privilege that may exist and authorizes said doctors to release all medical information that may be requested by the Trustees acting hereunder.

(e) In lieu of bond, the Trustee shall at all times maintain the assets of the Trust at a California trust company or financial institution in one or more blocked accounts that comply fully with the requirements of Probate Code sections 2328 and 2453 through 2456, inclusive. All blocked accounts must be held on the express condition that the property, including any earnings thereon, will not be withdrawn except on prior authorization of the Court. All assets held in blocked accounts may be invested and reinvested within such accounts in compliance with the provisions of this Trust and applicable law so long as no funds are withdrawn. A receipt and a written agreement not to permit withdrawals unless specifically authorized by the Court must be executed by the depository and filed with the Court exercising jurisdiction over this Trust for each blocked account. All such receipts and agreements may be sealed on the basis that they are confidential financial information and no less restrictive basis exists to protect the privacy interests of the beneficiaries of this Trust."

**D. Amendment of Paragraph 8(t).** Paragraph 8(t) of the Trust is hereby deleted and amended to read in its entirety as follows:

"(t) [reserved]"

**F. Ratification of Trust.** Except as amended by this instrument, in all other respects the provisions of this Trust remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal the day and year first above written.

BRITNEY JEAN SPEARS, Settlor, by and through

  
\_\_\_\_\_  
JAMES P. SPEARS, Co-Conservator of the Estate  
of BRITNEY JEAN SPEARS, pursuant to the  
Order of the Los Angeles Superior Court in the  
Conservatorship Estate of BRITNEY JEAN  
SPEARS, Case Number BP108870, entered on

  
\_\_\_\_\_  
ANDREW M. WALLET, Co-Conservator of the  
Estate of BRITNEY JEAN SPEARS, pursuant to  
the Order of the Los Angeles Superior Court in the  
Conservatorship Estate of BRITNEY JEAN  
SPEARS, Case Number BP108870, entered on



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

*Tennessee*  
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Davidson )

On July 6<sup>th</sup>, 2018 before me, Erica Lynn Meyer, Notary Public  
(insert name and title of the officer)

personally appeared James Spears, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(jes), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *EL Meyer* (SEAL)

Notary Public

My Commission Expires  
June 22, 2020



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

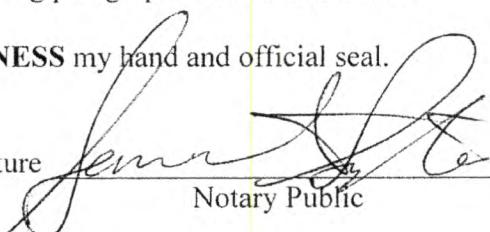
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Ventura )

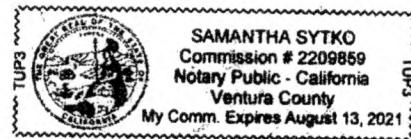
On July 2<sup>nd</sup>, 2018 before me, SAMANTHA SYTKO, Notary Public  
(insert name and title of the officer)

personally appeared Andrew M. Wallet, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (SEAL)  
Notary Public



**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
1021 Anacapa Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

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## Exhibit “C”

PETITION FOR ORDER INSTRUCTING TRUSTEE TO DEPOSIT TRUST ASSETS



# Separately Managed Trust Account Application

Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

**For Authorized agent/  
Advisor Use Only**

Do not list SAMs in  
this box.

Primary Authorized agent/Advisor <b>STONEBRIDGE WEALTH MANAGEMENT</b>	DTC Number	G Number
		<b>G</b> [REDACTED]
Additional Authorized agent/Advisor		G Number
		<b>G</b> [REDACTED]
Additional Authorized agent/Advisor		G Number
		<b>G</b> [REDACTED]
Additional Authorized agent/Advisor		G Number
		<b>G</b> [REDACTED]
Sponsor <b>FIDELITY SEPARATE ACCOUNT NETWORK</b>		G Number
		<b>G</b> [REDACTED]

**For Advisor Use Only:**  Account referred through Wealth Advisor Solutions program (Use WAS specific G Number in Primary Authorized agent/Advisor G Number field above.)

**Type of Registration** Check one type only and fill in applicable blanks.

Optional. ►  **Change registration.** Check here if you are re-registering the Separately Managed Account(s) SMA(s) indicated in the Separate Account Information section of this application. By checking this box and signing and dating this application you acknowledge and agree that the account(s) will be registered to the registration indicated below, and you may be changing your ownership interests in this account. For eligible scenarios, review the Change of Registration policies and procedures. If this request cannot be granted, there will be a new account number(s) provided and eligible assets will be transferred.

Complete the information below. You must provide information regarding the Grantor in the Personal Information section. To certify the trust, you may either complete the **Certification of Trust section** or attach copies of first and signatures pages of the trust document.

**Exempt payee for Trusts only** Check one, if applicable.

A real estate investment trust  
 A trust exempt from tax under Section 664 or described in Section 4947

Tax reporting number  
for trust.

Name of Trust as evidenced by the trust document.			
Date of Trust MM DD YYYY	State/Country Where Organized	Social Security/Taxpayer ID Number*	Required <input type="checkbox"/> SSN <input checked="" type="checkbox"/> TIN

**Address of Record**

Required for all accounts. Unless you request otherwise in the Document Delivery and Frequency section, account information will be mailed to the mailing address below. The mailing address should not be your Authorized agent's/Advisor's address.

**Permanent Address of Account** Cannot be a P.O. Box or Mail Drop.

Address		
City	State/Province	Zip/Postal Code
Country <b>UNITED STATES</b>		

**Mailing Address of Account** Complete if different than Permanent Address.

Address		
City	State/Province	Zip/Postal Code
Country <b>UNITED STATES</b>		

# 1. Personal Information

Complete the information below for all trustees, grantors, and any other individual(s) with the ability to appoint and/or remove trustees or revoke/ amend authority. If the grantor is deceased, enter only the grantor name below. To provide more personal information than this application will hold, duplicate this page, as well as the Agreement Signatures section.

**Required.** Check all that apply.

<input type="checkbox"/> Trustee and Grantor	<input type="checkbox"/> Grantor/Settlor*	<input type="checkbox"/> Individual with Appoint/Remove Authority*
<input checked="" type="checkbox"/> Trustee	<input type="checkbox"/> DECEASED Grantor/Settlor*	<input type="checkbox"/> Individual with Revoke/Amend Authority*

\* These individuals will be listed as Beneficial Owners and will not have any authority or be able to take any action on this account or receive any account documentation. If the beneficial owner is an Entity, a separate Beneficial Ownership for Trust Accounts, or Beneficial Ownership for Entity Accounts, as applicable, must be attached.

► Enter full name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).	First Name	Middle Name	Last Name		
	Social Security/Taxpayer ID Number	Required	Date of Birth MM DD YYYY	U.S. Driver's License Number	State
	<input checked="" type="checkbox"/> SSN <input type="checkbox"/> TIN				
► Provide phone number(s) to be used to verify and/or authorize transactions. Provide an email address to be used to authorize transactions and/or for electronic delivery of documents.	Evening Phone	<input type="checkbox"/> Mobile Number	Daytime Phone	Extension	<input type="checkbox"/> Mobile Number
	Email*				

U.S. Mail – Send the following document types to me by U.S. mail instead of electronically:

Monthly Account Statement  Immediate and Quarterly Trade Confirm  
 Tax Documents and Related Disclosures  Prospectuses, other financial reports, etc.

\* Unless U.S. Mail is checked for all document types, you will receive a follow-up email from Fidelity and will need to consent to begin receiving documents electronically. See Document Delivery and Frequency section for more information regarding eDelivery.

## Permanent Address

Complete if different than Permanent Address of Account on Page 1. Cannot be a P.O. Box or Mail Drop.

Address		
City	State/Province	Zip/Postal Code
Country	UNITED STATES	

## Mailing Address

Complete if different than Mailing Address of Account on Page 1.

Address		
City	State/Province	Zip/Postal Code
Country	UNITED STATES	

## Tax Residence and Citizenship

**Citizenship**  U.S. Skip to Employment Information.  Other

Country of Citizenship

UNITED STATES

► Foreign citizens choose one.

<input type="checkbox"/> Permanent U.S. Resident	<input type="checkbox"/> Non-Permanent U.S. Resident	<input type="checkbox"/> Non-Resident of U.S.
--------------------------------------------------	------------------------------------------------------	-----------------------------------------------

## Government Identification

Passport  Other Government-Issued ID

ID Number	Country of Issuance
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## Country of Tax Residence

U.S.  Other

Country  
UNITED STATES

continued on next page



# 1. Personal Information *continued*

## Employer Information & Affiliations

Check one.

Employed  Not Employed  Retired *List Income Source if Retired or Not Employed.*

Employer/Income Source <i>required for margin privileges</i>	Occupation	
Address		
City	State/Province	Zip/Postal Code
Country		

You are, or an immediate family/household member is, a control person or affiliate of a publicly traded company under SEC Rule 144. This would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors.

Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol

*If you are affiliated, include the compliance officer's letter of approval and indicate the member firm's name and address. Fidelity will transmit duplicate copies of confirmations and statements or the transactional data contained therein to the member firm upon their request for all transactions in your account.*

*Failure to include an approval letter may delay the processing of your request.*

►  Check this box if any of these scenarios applies to you. You are registered with or employed by a Financial Industry Regulatory Authority ("FINRA") member firm ("associated person"), you are the spouse of an associated person, you are a child who resides in the same household or is financially dependent on the associated person, you are related to an associated person who has control over your account, or an associated person materially contributes financial support to you and has control over your account, or you are affiliated with or employed by FINRA, any other self-regulatory organization (SRO), or a municipal securities dealer.

Same as employer above. If different, provide the information below.

Company Name	Address		
City	State/Province	Zip/Postal Code	Country

## Trusted Contact *Optional.*

Fidelity will contact this individual if there are questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment, and/or neglect. We will:

- Provide the trusted contact with information about you and/or your account(s), but not the ability to transact on your account(s).
- Inquire about your current contact information or health status.
- Inquire about whether another person or entity has legal authority to act on your behalf (e.g., legal guardian or conservator, or trustee).

*Enter information if you want to designate a person who is 18 years or older for this account. Name, Phone and Address are all required.*

First Name	Middle Name	Last Name
Email		Relationship to Owner
Phone	Extension	<input type="checkbox"/> Mobile Number

*This cannot be a P.O. box, Mail Drop, or C/O.*

Address		
City	State/Province	Zip/Postal Code
Country		

# 1. Personal Information

Complete the information below for all trustees, grantors, and any other individual(s) with the ability to appoint and/or remove trustees or revoke/ amend authority. If the grantor is deceased, enter only the grantor name below. To provide more personal information than this application will hold, duplicate this page, as well as the Agreement Signatures section.

**Required.** Check all that apply.

<input type="checkbox"/> Trustee and Grantor	<input type="checkbox"/> Grantor/Settlor*	<input type="checkbox"/> Individual with Appoint/Remove Authority*
<input type="checkbox"/> Trustee	<input type="checkbox"/> DECEASED Grantor/Settlor*	<input type="checkbox"/> Individual with Revoke/Amend Authority*

\* These individuals will be listed as Beneficial Owners and will not have any authority or be able to take any action on this account or receive any account documentation. If the beneficial owner is an Entity, a separate Beneficial Ownership for Trust Accounts, or Beneficial Ownership for Entity Accounts, as applicable, must be attached.

► Enter full name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).	First Name	Middle Name	Last Name		
	Social Security/Taxpayer ID Number	Required	Date of Birth MM DD YYYY	U.S. Driver's License Number	State
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN				
	Institution Name Enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).				
► Provide phone number(s) to be used to verify and/or authorize transactions. Provide an email address to be used to authorize transactions and/or for electronic delivery of documents.	Evening Phone	<input type="checkbox"/> Mobile Number	Daytime Phone	Extension	<input type="checkbox"/> Mobile Number
	Email*				

U.S. Mail – Send the following document types to me by U.S. mail instead of electronically:

Monthly Account Statement  Immediate and Quarterly Trade Confirm  
 Tax Documents and Related Disclosures  Prospectuses, other financial reports, etc.

\* Unless U.S. Mail is checked for all document types, you will receive a follow-up email from Fidelity and will need to consent to begin receiving documents electronically. See Document Delivery and Frequency section for more information regarding eDelivery.

## Permanent Address

Complete if different than Permanent Address of Account on Page 1. Cannot be a P.O. Box or Mail Drop.

Address		
City	State/Province	Zip/Postal Code
Country		

## Mailing Address

Complete if different than Mailing Address of Account on Page 1.

Address		
City	State/Province	Zip/Postal Code
Country		

## Tax Residence and Citizenship

**Citizenship**  U.S. Skip to Employment Information.  Other Country of Citizenship

Foreign citizens ►  Permanent U.S. Resident  Non-Permanent U.S. Resident  Non-Resident of U.S. choose one.

## Government Identification

Unexpired ID must include reference number and photo. Attach copy of ID.

Passport  Other Government-Issued ID

ID Number	Country of Issuance
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## Country of Tax Residence

U.S.  Other

Country
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continued on next page

# 1. Personal Information *continued*

## Employer Information & Affiliations

Check one.

Employed  Not Employed  Retired *List Income Source if Retired or Not Employed.*

Employer/Income Source <i>required for margin privileges</i>	Occupation	
Address		
City	State/Province	Zip/Postal Code
Country		

You are, or an immediate family/household member is, a control person or affiliate of a publicly traded company under SEC Rule 144. This would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors.

Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol

*If you are affiliated, include the compliance officer's letter of approval and indicate the member firm's name and address. Fidelity will transmit duplicate copies of confirmations and statements or the transactional data contained therein to the member firm upon their request for all transactions in your account.*

*Failure to include an approval letter may delay the processing of your request.*

►  Check this box if any of these scenarios applies to you. You are registered with or employed by a Financial Industry Regulatory Authority ("FINRA") member firm ("associated person"), you are the spouse of an associated person, you are a child who resides in the same household or is financially dependent on the associated person, you are related to an associated person who has control over your account, or an associated person materially contributes financial support to you and has control over your account, or you are affiliated with or employed by FINRA, any other self-regulatory organization (SRO), or a municipal securities dealer.

Same as employer above. If different, provide the information below.

Company Name	Address		
City	State/Province	Zip/Postal Code	Country

## Trusted Contact *Optional.*

Fidelity will contact this individual if there are questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment, and/or neglect. We will:

- Provide the trusted contact with information about you and/or your account(s), but not the ability to transact on your account(s).
- Inquire about your current contact information or health status.
- Inquire about whether another person or entity has legal authority to act on your behalf (e.g., legal guardian or conservator, or trustee).

*Enter information if you want to designate a person who is 18 years or older for this account. Name, Phone and Address are all required.*

First Name	Middle Name	Last Name
Email		Relationship to Owner
Phone	Extension	<input type="checkbox"/> Mobile Number

*This cannot be a P.O. box, Mail Drop, or C/O.*

Address		
City	State/Province	Zip/Postal Code
Country		

# 1. Personal Information

Complete the information below for all trustees, grantors, and any other individual(s) with the ability to appoint and/or remove trustees or revoke/ amend authority. If the grantor is deceased, enter only the grantor name below. To provide more personal information than this application will hold, duplicate this page, as well as the Agreement Signatures section.

**Required.** Check all that apply.

<input type="checkbox"/> Trustee and Grantor	<input type="checkbox"/> Grantor/Settlor*	<input type="checkbox"/> Individual with Appoint/Remove Authority*
<input type="checkbox"/> Trustee	<input type="checkbox"/> DECEASED Grantor/Settlor*	<input type="checkbox"/> Individual with Revoke/Amend Authority*

\* These individuals will be listed as Beneficial Owners and will not have any authority or be able to take any action on this account or receive any account documentation. If the beneficial owner is an Entity, a separate Beneficial Ownership for Trust Accounts, or Beneficial Ownership for Entity Accounts, as applicable, must be attached.

► Enter full name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).	First Name	Middle Name	Last Name		
	Social Security/Taxpayer ID Number	Required	Date of Birth MM DD YYYY	U.S. Driver's License Number	State
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN				
	Institution Name Enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, corporate resolution).				
► Provide phone number(s) to be used to verify and/or authorize transactions. Provide an email address to be used to authorize transactions and/or for electronic delivery of documents.	Evening Phone	<input type="checkbox"/> Mobile Number	Daytime Phone	Extension	<input type="checkbox"/> Mobile Number
	Email*				

U.S. Mail – Send the following document types to me by U.S. mail instead of electronically:

Monthly Account Statement  Immediate and Quarterly Trade Confirm  
 Tax Documents and Related Disclosures  Prospectuses, other financial reports, etc.

\* Unless U.S. Mail is checked for all document types, you will receive a follow-up email from Fidelity and will need to consent to begin receiving documents electronically. See Document Delivery and Frequency section for more information regarding eDelivery.

## Permanent Address

Complete if different than Permanent Address of Account on Page 1. Cannot be a P.O. Box or Mail Drop.

Address		
City	State/Province	Zip/Postal Code
Country		

## Mailing Address

Complete if different than Mailing Address of Account on Page 1.

Address		
City	State/Province	Zip/Postal Code
Country		

## Tax Residence and Citizenship

**Citizenship**  U.S. Skip to Employment Information.  Other Country of Citizenship

Foreign citizens ►  Permanent U.S. Resident  Non-Permanent U.S. Resident  Non-Resident of U.S. choose one.

## Government Identification

Unexpired ID must include reference number and photo. Attach copy of ID.

Passport  Other Government-Issued ID

ID Number	Country of Issuance
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## Country of Tax Residence

U.S.  Other

Country
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continued on next page

# 1. Personal Information *continued*

## Employer Information & Affiliations

Check one.

Employed  Not Employed  Retired *List Income Source if Retired or Not Employed.*

Employer/Income Source <i>required for margin privileges</i>	Occupation	
Address		
City	State/Province	Zip/Postal Code
Country		

You are, or an immediate family/household member is, a control person or affiliate of a publicly traded company under SEC Rule 144. This would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors.

Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol
Company Name	CUSIP or Symbol

*If you are affiliated, include the compliance officer's letter of approval and indicate the member firm's name and address. Fidelity will transmit duplicate copies of confirmations and statements or the transactional data contained therein to the member firm upon their request for all transactions in your account.*

*Failure to include an approval letter may delay the processing of your request.*

►  Check this box if any of these scenarios applies to you. You are registered with or employed by a Financial Industry Regulatory Authority ("FINRA") member firm ("associated person"), you are the spouse of an associated person, you are a child who resides in the same household or is financially dependent on the associated person, you are related to an associated person who has control over your account, or an associated person materially contributes financial support to you and has control over your account, or you are affiliated with or employed by FINRA, any other self-regulatory organization (SRO), or a municipal securities dealer.

Same as employer above. If different, provide the information below.

Company Name	Address		
City	State/Province	Zip/Postal Code	Country

## Trusted Contact *Optional.*

Fidelity will contact this individual if there are questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment, and/or neglect. We will:

- Provide the trusted contact with information about you and/or your account(s), but not the ability to transact on your account(s).
- Inquire about your current contact information or health status.
- Inquire about whether another person or entity has legal authority to act on your behalf (e.g., legal guardian or conservator, or trustee).

*Enter information if you want to designate a person who is 18 years or older for this account. Name, Phone and Address are all required.*

First Name	Middle Name	Last Name
Email		Relationship to Owner
Phone	Extension	<input type="checkbox"/> Mobile Number

*This cannot be a P.O. box, Mail Drop, or C/O.*

Address		
City	State/Province	Zip/Postal Code
Country		

## 2. Account Characteristics – All Accounts

Features selected in this section will apply to all accounts established with this application. Account statements for all accounts opened with this application will be consolidated into a single statement.

### Trading and Asset Movement Authorizations

#### Trading Authorization

Authorizes Fidelity to accept trades, servicing, or account-related instructions on your account from your Authorized agent(s)/Advisor(s), without direct instructions from you. Trading authorization is a feature of all accounts opened with this application; you grant trading authorization when you sign the application. By granting trading authorization to your Authorized agent(s)/Advisor(s), you understand and agree that your Authorized agent(s)/Advisor(s) will have the ability to instruct Fidelity to initiate transfers of cash from your bank account to your Fidelity account, based on standing written funds transfer instructions provided by you to Fidelity. See the Client Agreement for more complete information.

#### Asset Movement Authorization Check one only.

Authorizes Fidelity to accept instructions from your Authorized agent(s)/Advisor(s) to move assets in and out of your account, without direct instructions from you. If no Asset Movement option below is chosen, your Authorized agent/Advisor will not be able to move money from this account without your signature. See the Client Agreement for more complete information. Fidelity may require direct instructions from you for transactions over a certain amount.

By checking Level 1 Limited, Level 1, or Level 2, you direct Fidelity to accept instructions from your Authorized agent(s)/Advisor(s) concerning the types of transactions indicated for that level. In the descriptions below, "same-registration" means the same owner or owners and the same registration type.

**No Asset Movement Authority on this Account** Your Authorized agent/Advisor will not be able to move money from this account without your signature.

**Level 1 Limited (First-Party Only)** This authorization includes one-time disbursements and the establishment of, and changes to, periodic disbursements (Periodic Distribution Plans) from your account, including:

- checks made payable to you and sent to your address.
- bank wires or electronic funds transfers (EFTs) to any first-party account you have authorized through standing written instructions and first-party check disbursements you have authorized through standing written instructions.
- transfers of cash or securities from this account to other same registration accounts at Fidelity, if this account is an individual or transfer on death account (accounts owned by you individually), contributions from this account to any IRA you own at Fidelity.

**Level 1 (First- and Third-Party)** This includes all Level 1 Limited authorizations, plus:

- bank wires or electronic funds transfers (EFTs) to any third-party account you have authorized through standing written instructions and third-party check disbursements to any payee and address you have authorized through standing written instructions.
- transfers of cash or securities from this account to other third-party accounts at Fidelity you have authorized through standing written instructions.

**Level 2** This includes all Level 1 authorizations, plus:

- bank wires to any same-registration account outside Fidelity, without direct instructions from you.

**Note that you agree that Fidelity cannot confirm the account registration at the receiving bank and will rely solely on the representations of your Authorized agent(s)/Advisor(s) as to the registration of the receiving account.**

#### Core Transaction Account Check one only.

The core account is used for settling transactions in your account and for holding balances awaiting investment. Availability of core account options may change. If you have not chosen a fund or if the one you have selected is not available, the default option listed will be the core account. You understand and agree that Fidelity may change your core account selection with notice to you. You may make a different core account selection from available options. Contact your advisor to change your core account option. See the Core Transaction section of the Client Account Agreement for details.

<input checked="" type="checkbox"/> <b>FCASH</b> <b>Taxable Cash Account</b> Taxable Interest-bearing account. Default if no choice is indicated.	<input type="checkbox"/> <b>FDRXX</b> <b>Fidelity Government Cash Reserves Money Market Fund</b> U.S. Accounts Only	<input type="checkbox"/> <b>FZFX</b> <b>Fidelity Treasury Money Market Fund</b> U.S. Accounts Only
<input type="checkbox"/> <b>QFUPQ</b> <b>Federated Short-Term U.S. Prime Offshore Fund - Institutional Service Series</b> Non-U.S. Accounts Only. Not eligible for residents of Ireland. Default for non-U.S. accounts if not elected.	<input type="checkbox"/> <b>QIWSQ</b> <b>Bank Deposit Sweep</b> U.S. Accounts Only	<input type="checkbox"/> <b>OTHER</b> <b>Authorized Agent or Service</b> If you have authorization from Fidelity to use a different core fund option, enter the fund name and/or symbol.  <input type="text" value="Other"/>

*continued on next page*

## 2. Account Characteristics – All Accounts *continued*

### Document Delivery and Frequency

#### Electronic Delivery

By providing your email address in this form, you have elected to receive Statements, Trade Confirmations, Tax Forms and related disclosures, Prospectuses, Financial Reports, and other documents electronically. If you do not want any of these document types to be delivered to you electronically, you can choose U.S. Mail delivery for that document type.

By receiving documents electronically, you may be eligible for reduced trading commissions. Consult your Authorized agent/Advisor for more details. In order to begin receiving documents electronically, you will need to read the Electronic Delivery Agreement and agree to its terms. You will receive this agreement at the email address you provide.

#### Note:

- Your delivery preferences are applied across all eligible Fidelity accounts owned by you based upon your most recent election. Therefore, your choice of electronic or paper delivery for this new account will be applied to all eligible accounts unless you elect otherwise in the future.
- For trust accounts, any trust may consent to Electronic Delivery to suppress mailed documents for this account.
- The email address provided should not be your Authorized agent/ Advisor's email address.
- This email address will replace any existing email address already on our system.

### Trade Confirmation Frequency

Check one.  **Quarterly**  **Immediately**

### Duplicate Materials

Account profiles include ownership and investment objectives information. Individuals or entities receiving account statements or trade confirmations will also be granted access to all account information.

**To All Account Owners** If selected, indicate which documents below to send to all account owner's mailing addresses. If not selected, these communications will be mailed to the mailing address of the account and deemed to have been delivered to all account owners.

Check all that apply. ►  Trade Confirmations  Account Profiles  Account Statements

**To Third Party(ies)** Attach additional sheet if necessary. Completing this section will be considered your request to instruct Fidelity to send the type(s) of duplicate documents checked to the party or parties indicated.

Check all that apply. ►  Trade Confirmations  Statements

Name			
Address <small>not required if providing G Number</small>		G Number	
City		State/Province	Zip/Postal Code
		Country	

**Prime Brokerage** Check only if you do **NOT** want this feature.

Authorizes Fidelity to act as the prime broker in cases where an Authorized agent/Advisor or SAM chooses to execute trades away from Fidelity. All accounts opened with this application will have Prime Brokerage unless you check the box below. See the Client Agreement and the Prime Brokerage Services Agreement for Managed Accounts for more information.

**DO NOT Include Prime Brokerage on These Accounts**

## 3. Separate Account Information *Provide information for each account set up on next page.*

If you do not wish to add a Separate Account Manager to an account in the relationship, check the box to 'Open account without Separate Account Manager.'

If you do wish to add a SAM, Obtain product G Number(s) from SAM, and the other information from Fidelity Separate Account Network (SAN) Spreadsheet. Managers of separately managed accounts have trading authority and authority to exercise corporate actions but do not have the authority to move assets in and out of any account.

#### Document Redirection

By checking the applicable boxes for "Proxies," "Annual Reports and Prospectuses," "Corporate Actions" or "Additional Reports," you direct Fidelity to forward proxy-voting materials, annual reports, information statements, and prospectuses for each account to you or to the SAM for that account. If you choose to send this information to the SAM on the account, you

also direct Fidelity to accept votes regarding these proxies from your SAM. Note, if you do not provide a SAM for the account but choose redirection, the documents will be redirected to the Advisor. If you subsequently add a SAM to your account, and they support redirection, the documents will then be redirected to that SAM.

#### Account Funding

You can fund the account(s) with an existing Fidelity account. Both accounts must have identical registrations. You should confirm if assets in your existing account are eligible for transfer as certain assets may not be eligible for transfer and may be liquidated.

#### Dividend Capital Gain Payments

These choices concern handling of any dividends, capital gains, and similar payments made by securities you own. Any payments that you choose to have reinvested will be used to purchase additional shares of the security that is making the payment. Any payments that you

choose to have paid into your core account (along with any interest from debt securities that you own) will be invested in the core account vehicle for your account. Note that only certain domestic stocks and closed-end funds held in a Fidelity brokerage account are eligible for dividend reinvestment. For more information on reinvestment policies, see Dividend Reinvestment section in Client Agreement.

#### Margin Privileges

Margin can only be applied to the first account listed. Subject to approval by Fidelity; involves additional costs and risks.

Margin allows you to borrow money from Fidelity using certain securities in your account as collateral. Not available on UGMA/UTMA, estate, and non-trust fiduciary accounts.

**Note:** Employment status is required for each account owner in order to be considered for margin.

*continued on next page*

### 3. Separate Account Information *continued*

#### Account 1

##### Open account without Separate Account Manager

SAM Name	Fidelity Account Number	Pricing Code
SAM Product Name	SAM Product G Number <b>G</b>	
Additional Authorized agent/Advisor	G Number <b>G</b>	Short Name

Proxies  Send to SAM/Advisor OR  Send to Me      Annual Reports and Prospectuses  Send to SAM/Advisor OR  Send to Me  
Corporate Actions  Send to SAM/Advisor OR  Send to Me      Additional Mailings  Send to SAM/Advisor OR  Send to Me

#### Account Funding

##### Transfer All Assets from Existing Fidelity Account.\*

\* Both accounts must have identical registrations. Eligible assets will be transferred in kind. Certain assets may not be eligible for transfer and may be liquidated.

Account Number

#### Dividend and Capital Gain Payments Check one only.

**Reinvest:** Payments from all mutual funds  
**Pay to Core Account:** Payments from all eligible U.S. equities and closed-end funds (3) Default choice if you make no indication

**Reinvest:** Payments from all eligible U.S. equities and closed-end funds  
**Pay to Core Account:** Payments from all mutual funds (S)

**Reinvest:** Payments from all eligible securities; any payments from ineligible securities will be paid to your core account (D)

**Pay All to Account** Do not distribute by check (4)

#### Margin Privileges

##### Apply for Margin Privileges on this account

#### Account 2

##### Open account without Separate Account Manager

SAM Name	Fidelity Account Number	Pricing Code
SAM Product Name	SAM Product G Number <b>G</b>	
Additional Authorized agent/Advisor	G Number <b>G</b>	Short Name

Proxies  Send to SAM/Advisor OR  Send to Me      Annual Reports and Prospectuses  Send to SAM/Advisor OR  Send to Me  
Corporate Actions  Send to SAM/Advisor OR  Send to Me      Additional Mailings  Send to SAM/Advisor OR  Send to Me

#### Account Funding

##### Transfer All Assets from Existing Fidelity Account.\*

\* Both accounts must have identical registrations. Eligible assets will be transferred in kind. Certain assets may not be eligible for transfer and may be liquidated.

Account Number

#### Dividend and Capital Gain Payments Check one only.

**Reinvest:** Payments from all mutual funds  
**Pay to Core Account:** Payments from all eligible U.S. equities and closed-end funds (3) Default choice if you make no indication

**Reinvest:** Payments from all eligible U.S. equities and closed-end funds  
**Pay to Core Account:** Payments from all mutual funds (S)

**Reinvest:** Payments from all eligible securities; any payments from ineligible securities will be paid to your core account (D)

**Pay All to Account** Do not distribute by check (4)

*continued on next page*



### 3. Separate Account Information *continued*

#### Account 3

##### Open account without Separate Account Manager

SAM Name	Fidelity Account Number	Pricing Code
SAM Product Name	SAM Product G Number <b>G</b>	
Additional Authorized agent/Advisor	G Number <b>G</b>	Short Name

Proxies  Send to SAM/Advisor **OR**  Send to Me      Annual Reports and Prospectuses  Send to SAM/Advisor **OR**  Send to Me  
Corporate Actions  Send to SAM/Advisor **OR**  Send to Me      Additional Mailings  Send to SAM/Advisor **OR**  Send to Me

#### Account Funding

##### Transfer All Assets from Existing Fidelity Account.\*

\* Both accounts must have identical registrations. Eligible assets will be transferred in kind. Certain assets may not be eligible for transfer and may be liquidated.

Account Number
----------------

#### Dividend and Capital Gain Payments *Check one only.*

**Reinvest:** Payments from all mutual funds  
**Pay to Core Account:** Payments from all eligible U.S. equities and closed-end funds (3) *Default choice if you make no indication*  
 **Reinvest:** Payments from all eligible U.S. equities and closed-end funds  
**Pay to Core Account:** Payments from all mutual funds (S)

**Reinvest:** Payments from all eligible securities; any payments from ineligible securities will be paid to your core account (D)  
 **Pay All to Account** Do not distribute by check (4)

#### Account 4

##### Open account without Separate Account Manager

SAM Name	Fidelity Account Number	Pricing Code
SAM Product Name	SAM Product G Number <b>G</b>	
Additional Authorized agent/Advisor	G Number <b>G</b>	Short Name

Proxies  Send to SAM/Advisor **OR**  Send to Me      Annual Reports and Prospectuses  Send to SAM/Advisor **OR**  Send to Me  
Corporate Actions  Send to SAM/Advisor **OR**  Send to Me      Additional Mailings  Send to SAM/Advisor **OR**  Send to Me

#### Account Funding

##### Transfer All Assets from Existing Fidelity Account.\*

\* Both accounts must have identical registrations. Eligible assets will be transferred in kind. Certain assets may not be eligible for transfer and may be liquidated.

Account Number
----------------

#### Dividend and Capital Gain Payments *Check one only.*

**Reinvest:** Payments from all mutual funds  
**Pay to Core Account:** Payments from all eligible U.S. equities and closed-end funds (3) *Default choice if you make no indication*  
 **Reinvest:** Payments from all eligible U.S. equities and closed-end funds  
**Pay to Core Account:** Payments from all mutual funds (S)

**Reinvest:** Payments from all eligible securities; any payments from ineligible securities will be paid to your core account (D)  
 **Pay All to Account** Do not distribute by check (4)

*continued on next page*



### 3. Separate Account Information *continued*

## Account 5

Open account without Separate Account Manager

SAM Name	Fidelity Account Number	Pricing Code
SAM Product Name	SAM Product G Number	
	G	
Additional Authorized agent/Advisor	G Number	Short Name
	G	

Send to SAM/Advisor **OR**  Send to Me **Annual Reports and Prospectuses**  Send to SAM/Advisor **OR**  Send to Me

**Corporate Actions**  Send to SAM/Advisor **OR**  Send to Me **Additional Mailings**  Send to SAM/Advisor **OR**  Send to Me

**Account Funding** [View Details](#) [Edit](#) [Delete](#) [Email](#) [Print](#)

## Account Funding

Transfer All Assets from Existing Fidelity Account.\*

\* Both accounts must have identical registrations. Eligible assets will be transferred in kind. Certain assets may not be eligible for transfer and may be liquidated.

Account Number

---

**Dividend and Capital Gain Payments** Check one only.

**Reinvest:** Payments from all mutual funds  
**Pay to Core Account:** Payments from all eligible U.S. equities and closed-end funds (3) *Default choice if you make no indication*

**Reinvest:** Payments from all eligible U.S. equities and closed-end funds  
**Pay to Core Account:** Payments from all mutual funds (S)

- Reinvest:** Payments from all eligible securities; any payments from ineligible securities will be paid to your core account (D)
- Pay All to Account** Do not distribute by check (4)

## Account 6

Open account without Separate Account Manager

SAM Name	Fidelity Account Number	Pricing Code
SAM Product Name	SAM Product G Number	
Additional Authorized agent/Advisor	G Number	Short Name

Proxies	<input type="checkbox"/> Send to SAM/Advisor	OR	<input type="checkbox"/> Send to Me	Annual Reports and Prospectuses	<input type="checkbox"/> Send to SAM/Advisor	OR	<input type="checkbox"/> Send to Me
Corporate Actions	<input type="checkbox"/> Send to SAM/Advisor	OR	<input type="checkbox"/> Send to Me	Additional Mailings	<input type="checkbox"/> Send to SAM/Advisor	OR	<input type="checkbox"/> Send to Me

## **Account Funding**

### Account Funding

Transfer All Assets from Existing Fidelity Account.

Both accounts must have identical registrations. Eligible assets will be transferred in kind. Certain assets may not be eligible for transfer and may be liquidated.

**Dividend and Capital Gain Payments Check one only.**

For more than six accounts, fill out a duplicate of this page

## 4. Signatures and Dates *Form cannot be processed without signatures and dates.*

A separate account manager (SAM) manages a separate account and is not considered an Authorized agent/Advisor. For purposes of this agreement, each account opened with this application is considered a separate brokerage account.

### All Accounts

To help the government fight financial crimes, Federal regulation requires Fidelity to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires Fidelity to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if Fidelity cannot obtain and verify this information.

Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

**Note:** If you would like this account to be treated as an Omnibus Account, you must complete and provide an Omnibus Certification Form. Omnibus Accounts with non-U.S. mailing addresses cannot be established. The Omnibus Certification Form is required in order to ensure that redemption fees are properly applied in accordance with the terms of mutual fund prospectuses.

By signing below, you acknowledge and agree that:

- You are asking Fidelity to establish the accounts in your name(s) as described in this application.
- You are at least 18 years of age, of full legal age in the state in which you reside, and fully authorized to apply for these accounts.
- If you have not checked the box for Affiliations, you represent and warrant that you have determined that none of the scenarios are applicable.
- All information about you and any other applicant is true, accurate, and complete, to the fullest extent of your knowledge, including information about securities industry affiliations, which you answer under penalties of perjury.
- The terms and conditions set forth in this application and the Client Agreement govern this brokerage account. Your Authorized agent/ Advisor has provided you with a complete copy of the application and Client Account Agreement and you have read, understood and agree to terms as they are today and as they may be amended in the future, including, but not limited to:
  - your commitments to Fidelity

- your authorizations and statements concerning your Authorized agent(s)/ Advisor(s) and SAMs, including your agreement to grant discretion (as described in a written advisory contract) and, as described in this application, your agreement to grant your Authorized agent(s)/Advisor(s) asset movement authority
- the policies governing your accounts and any optional features you may have requested, such as cash management, margin, or options
- your agreement to indemnify us (jointly and severally, for accounts with more than one owner or trustee)
- our policies on gathering information and recording phone calls
- our privacy policy and other notices and disclosures

- You grant your Authorized agent(s)/Advisor(s) and SAMs trading authorization, and grant your Authorized agent(s)/Advisor(s) the level of asset movement authorization described in the Separately Managed Account Application.
- With respect to the fees associated with your accounts:
  - you authorize your Authorized agent(s)/ Advisor(s) to set the fees you pay for their services and Fidelity's services
  - you authorize each SAM to set the fees you pay for their services
  - you authorize Fidelity to accept instructions from your Authorized agent(s)/Advisor(s) and SAMs to deduct their fees directly from the applicable accounts
  - you authorize brokerage commissions and termination fees to be deducted from the applicable account (see the Client Agreement for more complete information on fees)
- If you direct Fidelity to deliver your prospectuses, proxies, related materials or corporate actions/reorganization notifications to your Authorized agent/ Advisor or SAM instead of delivering these documents to you, and you authorize Fidelity to accept votes from your Authorized agent/Advisor on proxies, you represent and agree to the following:
  - Fidelity has no responsibility to verify any of the representations you make with respect to these instructions.
  - Any and all Authorized agent(s)/Advisor(s) you have designated and authorized are either state or SEC-registered investment advisors, and have discretion over your account pursuant to a separate written advisory contract.
- Fidelity will provide your name(s) to issuers of securities held in these accounts so that

you might receive any important information regarding them, unless you notify us otherwise in writing. As provided by law and/or due to an independent relationship that may exist between an issuer and you, notwithstanding your objection, certain issuers of securities registered under the Investment Company Act of 1940, including the Fidelity Funds, have access to your identity through their transfer agent.

- You will notify Fidelity in writing of any material changes concerning the registration, trading authorization, or asset movement authorization of your Authorized agent(s)/Advisor(s) or SAMs, and understand that any changes in account features or instructions (including rescinding authorizations relating to trading authority, proxy voting, prospectus delivery, statement consolidation, or quarterly account statements) will be effective as soon as Fidelity receives written notice from you.
- If requested in this application, you will receive quarterly confirmation statements in place of transaction confirmations, and you acknowledge and accept the limitations this arrangement may place on your ability to closely and promptly monitor activity in your accounts.
- Fidelity is not affiliated with your Authorized agent(s)/Advisor(s) or SAMs.
- Fidelity will act only on authorized instructions and has no responsibility to monitor or review your accounts, to determine the suitability of any investment, or to judge the appropriateness of any instruction placed on these accounts so long as it appears to be authorized. You can revoke this authorization any time by giving written notice to Fidelity.
- You instruct Fidelity to grant your Authorized agent/Advisor a limited power of attorney to replace SAMs and to establish new accounts for additional SAMs, with these accounts having the same features, authorizations, and registrations as those initially established with this application, or as subsequently amended.
- You grant each SAM the right to receive duplicate account statements, trade confirmations, and any other account information, electronically or via paper, for its designated separate account.
- Unless you indicate otherwise, you authorize Fidelity to establish prime brokerage relationships and process transactions under them, as directed by each SAM.
- You authorize Fidelity to consolidate the statement information for all separate accounts onto a single statement mailed to the address of record.

*continued on next page*



## 4. Signatures and Dates *continued*

- You understand that all transactions and instructions related to your account are subject to Fidelity's policies and procedures, which may result in Fidelity's refusal to accept or execute any order, instruction or transfer related to your account for any reason at any time in its sole discretion.
- You acknowledge that if you or your Authorized agent/Advisor have elected a Bank Deposit Sweep Program as your core account option, your account is an eligible account, as that term is defined in the Bank Deposit Sweep Program disclosure documents. You further acknowledge that by electing a Bank Deposit Sweep Program as your core account option, the cash balance in your core account will be swept to an FDIC insurance-eligible interest-bearing account at a Bank. You also understand that a Bank Deposit Sweep Program is not a security and therefore is not protected by SIPC but when your core account balance is swept to an FDIC account at a Bank, it is eligible for FDIC insurance subject to FDIC insurance coverage limits.
- You acknowledge that you have received the description of the core account in the Client Agreement, including Fidelity's right to change the options available as core account options with notice to you when required, and consent to having free credit balances held or invested in the core account options made available.

### Beneficial Ownership

- I hereby certify, to the best of my knowledge, as of the date of this certification, that the list of beneficial owners provided (any trustee, grantor (living or deceased), individual with the authority to appoint/remove trustees, or individual with authority to revoke/amend the trust) and the information provided for each (full first and last name, SSN/unexpired, government-issued identification number, legal street address, date of birth, and citizenship (for deceased grantor and individual with the authority to revoke/amend the trust, first and last name only)) is true, accurate and complete. I agree that I will promptly notify Fidelity if or when beneficial ownership of the trust changes. This certification applies to the account being opened by the

current application as well as any additional accounts opened by the trust customer on the same day.

### Clients Adding Trusted Contact Only

- You authorize Fidelity, at Fidelity's sole discretion, to communicate with your trusted contact on any designated account(s) you may have on file and disclose information about designated accounts to address possible financial exploitation or confirm specifics about your current contact information, your health status, or inquire about the identity of any legal guardian, executor, trustee, or holder of a power of attorney, or as otherwise permitted. This does not allow your trusted contact to transact on your account(s).
- Certify that your trusted contact is 18 years or older.
- Understand that we may remove any trusted contact from any account at any time for any reason.
- Understand that this designation is optional and you may change or withdraw it at any time by notifying Fidelity in writing.

### Margin Privileges Applicants Only

**SUBJECT TO MARGIN APPROVAL, YOU AUTHORIZE US (FIDELITY) TO LEND SEPARATELY, OR WITH THE PROPERTY OF OTHERS, EITHER TO OURSELVES OR TO OTHERS, ANY PROPERTY WE MAY BE CARRYING FOR YOU ON MARGIN. THIS AUTHORIZATION APPLIES TO ALL YOUR ACCOUNTS WE CARRY AND WILL REMAIN IN FORCE UNTIL WE RECEIVE WRITTEN NOTICE OF REVOCATION.**

- All individuals signing this application are trustees of the trust applying for these accounts, and all trustees are signing the application. (For trusts with only one trustee, plural references should be read as singular).
- The trustees may enter into the transactions and issue the instructions that will be made in these accounts, for and at the risk of the trust, and may delegate trading authorization to the Authorized agent(s)/Advisor(s).

- The trustees grant Fidelity the authority to accept orders and other instructions relative to these accounts from any trustee, or any other authorized individual or entity. This includes the authority to deliver any assets in the accounts to any trustee (personally or otherwise), or according to any trustee's instructions (but note that Fidelity, at its option and for its protection, may require approval of other trustees before executing any order).

- Any trustee may execute any documents on behalf of the trust that Fidelity may require.
- All instructions given on these accounts will be in full compliance with the terms of the trust and all applicable account agreements.
- The trustees will inform Fidelity in writing of any circumstance that could alter these certifications (such as a change of trustees).
- Fidelity may verify all information provided in connection with this application and these accounts, and may obtain credit or other financial responsibility reports with respect to the trust and any authorized individual. All individuals who may be the subject of these reports have been notified of this possibility.

### For Texas Residents Only

- Acknowledge that in accordance with Texas House Bill 1454 Act No. 350, you, as an account owner of shares of a mutual fund, may designate a representative for the purpose of receiving a due diligence notice; however, you are not required to designate a representative.
- Agree that if you add a designated representative, Fidelity is required to mail the written notice upon presumption of abandonment to the representative, in addition to mailing the notice to the owner.
- Acknowledge that the designated representative does not have any rights to the mutual fund shares and may not access the shares.
- Understand that if you want to provide a designated representative, you must complete and attach a separate *Designated Representative—Texas* form.

### Asset Based Pricing clients only:

You represent that you have read, understood, and agreed to the terms and conditions set forth in the Asset Based Pricing Supplement and agree to be bound by such terms and conditions as are currently in effect and as may be amended from time to time.

#### If you are a U.S. person:

- You certify under penalties of perjury that: (1) the Social Security number or Taxpayer Identification Number that you provided on this application is correct (or you are waiting for a number to be issued to you); and (2) you are not subject to backup withholding because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding for failure to report all interest or dividends, or (c) the IRS

has notified you that you are no longer subject to backup withholding; and (3) you are a U.S. citizen or other U.S. person, including a U.S. resident alien; and (4) the FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting are correct.

If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you must check this box to indicate that you do not certify Item 2.

#### If you are not a U.S. person:

- You are submitting the applicable Form W-8 with this form to certify your foreign status and, if applicable, claim tax treaty benefits.

**All Account Owners must sign and date on next page.**

## 4. Signatures and Dates continued

**The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

You acknowledge that this account is governed by a pre-dispute arbitration clause, which appears on the last page of the Brokerage Account Customer Agreement, and that you have read the pre-dispute arbitration clause.

**Margin Applicants Only:**

**BY SIGNING THIS APPLICATION YOU ACKNOWLEDGE THAT YOUR SECURITIES MAY BE LOANED TO FIDELITY OR OTHERS AND THAT YOU HAVE READ AND RETAINED A COPY OF THE MARGIN DISCLOSURE STATEMENT AND MARGIN AGREEMENT. You agree to be bound by such terms and conditions as are currently in effect and as may be amended from time to time.**

**Owner Signature(s)**

If four or more owners, duplicate the Agreement Signatures section for additional owners to sign. Also fill out a duplicate of the Personal Information section for each owner. Submit this application, along with any other required materials, to your Authorized agent/Advisor. All account owners must sign. For Trust accounts, all trustees must sign. Beneficial Owners (as defined in the Personal Information section) do not need to sign.

**Account Opening Authorization – Signature and Date Required**

Print Trustee Name First, M.I., Last	Print Trustee Name First, M.I., Last
Trustee Signature	Date MM - DD - YYYY
<b>SIGN</b> 	<b>SIGN</b> 
Print Trustee Name First, M.I., Last	Print Trustee Name First, M.I., Last
Trustee Signature	Date MM - DD - YYYY
<b>SIGN</b> 	

## 5. Certification of Trust

This section applies to domestic trusts only. If you do not wish to complete this certification or if your account is in the name of a foreign trust you must attach the first and signature pages of your trust document. Notary and/or trust document are not required for applications signed electronically.

### Trust Information

Name of Trust		
Date of Trust MM DD YYYY	Social Security/Taxpayer ID Number	Required <input type="checkbox"/> SSN <input type="checkbox"/> TIN
Name(s) of Trustee(s)		
Name(s) of Grantor(s)		
Required for Revocable Trusts ► Name(s) of Person(s) who can revoke/amend the trust		

a. The trust exists under applicable state laws.  
b. We understand and acknowledge that the above-referenced agreement may be terminated in the event that Fidelity or any of its agents or affiliates has reasonable grounds to believe the foregoing is untrue, or the form has been altered.

c. We, the Trustees, certify to Fidelity that we are the currently acting trustees and the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this trust certification to be incorrect.

d. We, the Trustee(s), have the power under the trust and applicable law to enter into the transactions and issue the instructions that we make in this account. We further certify any and all transactions effected and instructions given on this account will be in full compliance with the trust.

**Certified to Fidelity by Trustees** All Trustees must sign and date below. Signatures must be notarized if the box below is not checked. For more trustees, make a copy of this page.

Trust is a Revocable Living Trust where the Grantor(s), Trustee(s) and Beneficiary(ies) are all the same individual(s) (no notary required).  
**All Trustees must sign and date below. Signatures must be notarized where applicable.**

Trustee Name	
--------------	--

Trustee Name	
--------------	--

Trustee Signature	Date MM - DD - YYYY
-------------------	---------------------

Trustee Signature	Date MM - DD - YYYY
-------------------	---------------------

### Statement of Notary Public

You certify that the individual signing above appeared before you on the date indicated below, that they are known to you to be the individual they claim to be, and that they represented to you that they made the certifications above their signature of their own free will.

State	County
-------	--------

Notarization Date MM DD YYYY	Commission Expires MM DD YYYY
------------------------------	-------------------------------

Name of Notary Public	
-----------------------	--

Notary Signature	Date MM - DD - YYYY
------------------	---------------------

State	County
-------	--------

Notarization Date MM DD YYYY	Commission Expires MM DD YYYY
------------------------------	-------------------------------

Name of Notary Public	
-----------------------	--

Notary Signature	Date MM - DD - YYYY
------------------	---------------------

▼ NOTARY STAMP ▼

▼ NOTARY STAMP ▼

Additional Trustee signature, if applicable, must be notarized on the next page.



## 5. Certification of Trust *continued*

Trustee Name
--------------

Trustee Signature	Date MM - DD - YYYY
-------------------	---------------------

SIGN

### Statement of Notary Public

You certify that the individual signing above appeared before you on the date indicated below, that they are known to you to be the individual they claim to be, and that they represented to you that they made the certifications above their signature of their own free will.

State	County
Notarization Date MM DD YYYY	Commission Expires MM DD YYYY

Name of Notary Public
-----------------------

Notary Signature	Date MM - DD - YYYY
------------------	---------------------

SIGN

▼ NOTARY STAMP ▼

# Client Agreement for Managed Accounts

## "Client Account Agreement"

### Please retain for your records

To: Fidelity Brokerage Services LLC and National Financial Services LLC (collectively, "Fidelity" or "you.")

### 1. Important Aspects of the Account(s)

This agreement governs the terms under which I may open multiple Separate Accounts, as defined below, pursuant to which I and/or my Authorized agent(s)/Advisor(s) may select one or more Separate Account Managers (SAMs) who manage certain assets that I agreed I may invest from time to time.

Upon approval by Fidelity, I understand that Fidelity will maintain accounts for me and buy, sell or exchange securities or other products in accordance with instructions from me or my Authorized agent(s)/Advisor(s) or SAMs. Certain administrative services will be provided to me or my Authorized agent(s)/Advisor(s) through Fidelity and/or their affiliates. I understand that this Client Agreement governs my accounts and my relationship with Fidelity and its affiliates. Without limiting any other provision of this Agreement, I understand and agree that as among me, my Authorized agent(s)/Advisor(s), SAMs and Fidelity:

Within this Client Agreement, the term "Authorized agent(s)/Advisor(s)" is defined to include my primary Authorized agent/Advisor, any additional Authorized agent(s)/Advisor(s) and Sponsors. I also understand that the term "SAM" is defined to include SAMs identified in the Separate Account Information section of the Application and such other SAMs as I and/or my Authorized agent(s)/Advisor(s) may designate from time to time.

1. I have selected my Authorized agent(s)/Advisor(s), and I and/or my Authorized agent(s)/Advisor(s) have selected my SAMs, based on criteria I deem appropriate for my investment needs and without any advice or recommendation from Fidelity;
2. All decisions relating to my investment or trading activity shall be made solely by me or my Authorized agent(s)/Advisor(s) or SAMs;
3. Fidelity is authorized to accept and act upon the instruction of my Authorized agent(s)/Advisor(s) regarding the establishment, selection or replacement of SAMs with respect to my accounts in accordance with my Separately Managed Account Application ("the Application") until you receive written notice revoking such authority. I hereby instruct Fidelity to grant a Limited Power of Attorney to the Authorized agent(s)/Advisor(s) named on page 1 of the account application to establish additional new Separate Accounts and, if applicable, their respective Separate Account Managers (SAMs). SAMs will have the same authorization and the accounts will have identical registrations as those initially established as part of this application. In consideration of Fidelity acting on my instruction, I shall indemnify and hold harmless Fidelity and its officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any act or omission as a result of Fidelity's actions in accordance with this document;
4. My Authorized agent(s)/Advisor(s) and SAMs are not affiliated with, or an agent of, Fidelity and are not authorized to act or make representations on Fidelity's behalf; Fidelity and my Authorized agent(s)/Advisor(s) and/or SAM(s) have no relationship except as described in this agreement;
5. I understand deposits by check shall be made payable to Fidelity Brokerage Services LLC. Deposits to fund a new account may be attached to my account application. Subsequent deposits should be mailed directly to Fidelity Investments. Overnight mail may be sent to: 100 Crosby Parkway, Mailzone KC1J, Covington, KY 41015. Regular mail may be sent to: P.O. Box 770002, Cincinnati, OH 45277-0075;
6. Fidelity has no responsibility and will not undertake to review, monitor or supervise the suitability of the trading decisions made by me or my Authorized agent(s)/Advisor(s) and/or SAM(s) or the frequency of the investment or trading activity in my accounts; I am relying exclusively on my Authorized agent(s)/Advisor(s) and SAMs to collect from me such information as is required to determine the suitability of my investment or trading activity;
7. Fidelity will have no duty to inquire into the authority of the Authorized agent(s)/Advisor(s) and/or SAM(s) to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between me and the Authorized agent(s)/Advisor(s) and/or SAM(s). I represent that my Authorized agent(s)/Advisor(s) and/or SAM(s) have disclosed to me all third-party service providers they use and any data related to my account they make available to third-party providers in the course of managing my account. I further agree that Fidelity will not undertake nor does it have any obligation to review or monitor these third-party providers.
8. I acknowledge that if I reside outside the United States I have received this application and agreement as a result of my express request for them. I further acknowledge that nothing herein is an offer or solicitation of any security, product or service in any jurisdiction where their offer or sale would be contrary to local law or regulation;

9. I shall indemnify and hold harmless Fidelity, Fidelity Management Trust Company and its officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any act or omission of my Authorized agent(s)/Advisor(s) and SAMs with respect to my accounts;

10. I understand that it is my responsibility to read the prospectus of any mutual fund into which I purchase or exchange;

11. The Authorized agent(s)/Advisor(s) and/or SAM(s) will comply with, and make all disclosure as required by all applicable state, federal and industry securities laws and regulations, and interpretations promulgated thereunder, including, but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940 and Financial Industry Regulatory Authority (FINRA) Conduct Rules. Fidelity will not undertake to confirm or ensure that my Authorized agent(s)/Advisor(s) and/or SAM(s) remains in compliance with its obligations;

12. I have consulted with my Authorized agent(s)/Advisor(s) and request that Fidelity open separate brokerage accounts that may be managed by SAMs identified on the Separate Account section of the Application or such other SAMs as I and/or my Authorized agent(s)/Advisor(s) may designate from time to time. These SAMs have been selected through due diligence and screening by myself and/or my Authorized agent(s)/Advisor(s). Each SAM will have trading authorization over the Separate Account the SAM has been designated to manage.

I understand that my Authorized agent/Advisor may journal funds and assets between the separate accounts and that the ability to do these journals does not require Asset Movement Authorization.

I acknowledge that my Authorized agent(s)/Advisor(s) have assisted me in determining my investment objectives and have, with or without consulting with me, selected SAMs, as applicable, to manage Separate Accounts according to those objectives, and that the SAMs so chosen will have trading authorization to manage the Separate Accounts to satisfy those objectives. I understand that Fidelity is acting solely as a broker/dealer and custodian and not as an investment advisor on the Separate Accounts. I represent that Fidelity has not provided to me any advice regarding my selection of Authorized agent(s)/Advisor(s) and/or SAM, nor has Fidelity assisted me in the determination of my investment objectives; and I have not relied on Fidelity to do so.

My Authorized agent(s)/Advisor(s) will have trading authorization and the asset movement authorization granted by me in the Separately Managed Account Application. I understand that each SAM will have trading authorization, as described in Section 23 of this agreement, over the Separate Accounts the SAM has been designated to manage. I represent that I have read Sections 23 and 24 of this Agreement, and that I understand the terms trading authorization and asset movement authorization as they are defined in Sections 23 and 24.

### How Fidelity Supports Your Advisor

Fidelity provides your investment advisor with a range of benefits to help your advisor conduct its business and serve you. These benefits can include providing or paying for the costs of products and services furnished to your advisor or direct payments to your advisor to defray the costs they incur when doing business. The benefits provided to your advisor may not necessarily benefit your account. The following is a general description of the benefits Fidelity provides to advisors and the surrounding arrangements. The benefits and arrangements vary among advisors depending on the business they and their clients conduct with us and other factors. Fidelity's relationship with each advisor is unique. Feel free to contact us or your advisor for information about the benefits and arrangements available to your advisor in managing your account through Fidelity.

Fidelity pays for or provides some advisors with technology solutions to help facilitate advisors' practices, to maintain the advisors' integration with Fidelity's brokerage systems, and to streamline advisors' operations. These technology solutions include, but are not limited to, Fidelity and its affiliates' proprietary products and platforms that allow advisors to communicate electronically with Fidelity or access third-party technology products and services. Fidelity pays some of its affiliates, including eMoney Advisor, to obtain discounts on its affiliates' products and services for some advisors. The discounts may be substantial and are negotiated individually with advisors based on various factors, including the advisor's assets under management with Fidelity, the profitability of the advisor's relationship to Fidelity and, at times, nonfinancial factors such as the advisor's status in the industry. Consult your advisor to determine if it receives discounts from Fidelity's affiliates and what effect, if any, such discounts have on the choices it makes with respect to your account(s) or investments. We also assist some advisors in their marketing activities, including by providing or paying for marketing materials and initiatives for the advisors, co-sponsoring events with the advisors, or engaging in joint marketing initiatives with the advisors. We assist advisors in transferring client accounts to our platform and in completing documentation to enroll clients to receive our

services, such as providing or paying for clerical staff to assist in this process or paying account transfer fees or other charges you or other clients may have to pay when changing custodians or service providers. We also make direct payments to some advisors in the form of reimbursements for reasonable travel expenses incurred when reviewing our business and practices. We also make direct payments to some advisors for performing back-office, administrative, custodial support and clerical services for us in connection with client accounts for which we act as custodian. Some advisors may already perform, or be obligated to perform, these services when servicing client accounts and receive compensation from clients for the services. To the extent the amount of these direct payments differs based on the types of assets held in client accounts, this differential poses a conflict of interest because the advisor has an incentive to favor certain types of investments over others.

We also offer investment research to help advisors make well-informed decisions for client accounts and access to Fidelity representatives to provide support to advisors. These and other services will provide benefits to advisors who receive them and are made available to advisors at no fee or at a discounted fee. Fidelity's provision of these services and other benefits to advisors may be based on the advisors' clients placing a certain amount of assets in accounts with us within a certain period of time. Such arrangements can pose a conflict of interest in connection with an advisor's recommendation or requirement that its clients establish accounts with us.

In some cases, Fidelity and an advisor agree to pricing (including commissions and transaction account and service fees) for client accounts held at Fidelity based on the nature and scope of business the advisor does with us, including the current and future expected amount of the advisor's client assets in our custody, the types of securities managed by the advisor, and the expected frequency of the advisor's trading. If your advisor has such an agreement with us, your account will be subject to it. We may change the pricing and the services and other benefits we provide if the nature or scope of an advisor's business with us changes or does not reach certain levels, in which case pricing for the advisor's client accounts, including your own account if your advisor has such an agreement with us, may increase to an amount we decide but not to exceed our standard pricing for advisors that custody with Fidelity. These types of arrangements can pose a conflict of interest for advisors and may influence the nature and scope of business the advisors do with Fidelity and their recommendations or advice to clients.

Fidelity may provide information to advisors that may be deemed the solicitation of a particular security. In no event does the providing of this information to an advisor constitute solicitation of a particular security to the client or account owner by Fidelity, and an advisor is responsible for interposing its own judgment when giving recommendations or advice to clients. Any trading decisions are solely between the advisor and the account owner.

As between Fidelity and your advisor, your advisor is responsible for disclosing to you information pertaining to its receipt of the benefits described above, any related conflicts of interest the receipt of those benefits creates for your advisor, and how your advisor addresses those conflicts of interest. Fidelity undertakes no responsibility to monitor or review your advisor's practices or disclosures to determine if they are consistent with applicable law or your advisor's obligations.

For further information about the benefits and arrangements available to your advisor in managing your account through Fidelity, feel free to contact us or your advisor directly. We encourage you to discuss directly with your advisor any conflicts of interest that receiving these benefits may create for your advisor and how your advisor addresses those conflicts of interest.

**To help the government fight financial crimes, Federal regulation requires Fidelity to obtain my name, date of birth, address, and a government-issued ID number before opening my account, and to verify the information. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires Fidelity to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. My account may be restricted or closed if Fidelity cannot obtain and verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed. Any information I provide to Fidelity may be shared with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Fidelity's Privacy Policy. Any information I give to Fidelity may be subject to verification, and I authorize Fidelity to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. You also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such monitoring or recording.**

As used in this Agreement, "I" refers to any and all account holder(s) or duly Authorized agent(s)/Advisor(s).

I hereby acknowledge Fidelity Brokerage Services LLC ("FBS") as my broker and National Financial Services LLC ("NFS," together with FBS, "Fidelity"), an affiliate of FBS, as custodian of the securities held in the account opened with this application, of which I am the beneficial owner. I also understand that my account is carried by NFS and that all terms of this Agreement also apply between me and NFS.

Industry regulations require that FBS and its clearing firm, NFS, allocate between them certain functions regarding the administration of your account. The following is a summary of the allocation of those functions performed by FBS and NFS.

FBS is responsible for:

- (1) Obtaining and verifying account information and documentation;
- (2) Opening and approving my account; (3) Acceptance of orders and other instructions from me or my Authorized agent/Advisor regarding my account, and for promptly and accurately transmitting those orders and instructions to NFS; (4) Determining that those persons placing instructions for my account are authorized to do so. Neither NFS nor FBS will give me advice about my investments or evaluate the suitability of investments made by me, my Authorized Agent/Advisor or any other party; (5) Operating and supervising my account and its own activities in compliance with applicable laws and regulations, including compliance with federal, industry and NFS margin rules pertaining to my margin account and for advising me of margin requirements; (6) Maintaining the required books and records for the services it performs; (7) Investigating and responding to any questions or complaints I have about my account(s), confirmations, my periodic statement or any other matter related to my account(s). FBS will notify NFS with respect to matters involving services performed by NFS.

NFS is responsible, at the direction of FBS, for:

- (1) The clearance and settlement of securities transactions; (2) The execution of securities transactions, in the event NFS accepts orders from FBS; (3) Preparing and sending transaction confirmations and periodic statements of my account (unless FBS has undertaken to do so); (4) Acting as custodian for funds and securities received by NFS on your behalf; (5) Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for my account; (6) Extending margin credit for purchasing or carrying securities on margin; (7) Maintaining the required books and records for the services it performs.

Fidelity does not promote day-trading strategies. I understand that trading in volatile markets can present increased challenges and risks which may include:

- the risk of market orders being executed at unexpectedly high prices. If I have limited assets to pay for a transaction, such as in a retirement account with contribution restrictions, I will consider placing a limit order. If I cannot pay for a transaction, Fidelity may be required to liquidate account assets at my risk.
- delays in quotes, order execution and reporting. In volatile markets, transmission of quotes, orders and execution reports may be delayed, even for information which appears to be real time. Security prices can change dramatically during such delays.
- it may not be possible to cancel an order previously submitted, even if I have received a confirmation that you have received my cancellation order. As a result, I understand that I will be sure my prior order is actually cancelled before entering a replacement order.
- certain securities, such as IPOs trading in the secondary market and Internet and other technology-related stocks, are subject to particular volatility. I will consider managing market risk with limit orders.
- access to Fidelity or my accounts can be delayed by factors such as high telephone volume or systems capacity limitations. I may have alternative ways of reaching Fidelity such as the Web and telephone representatives in addition to the automated telephone system.
- the effect of using margin is amplified during periods of high price volatility. If I am a margin investor, I will periodically examine how the use of margin fits within my investment objectives, risk tolerance and financial resources.

For more complete information regarding this topic, please contact Fidelity.

Before establishing a Non-Fidelity Prototype Retirement Account, your plan/program must meet the requirements as set forth in the Non-Fidelity Prototype Retirement Application. Depending on your plan type, you may be required to send certain pages of your plan or trust documents to Fidelity. Fidelity provides only the investment vehicle for non-Fidelity prototype retirement plans and does not provide any trustee recordkeeping, tax withholding or tax reporting services. As Trustee, you or your recordkeeper will be responsible for tracking each participant's ownership share in the investment account(s). If you are applying for a Non-Fidelity Prototype Retirement Plan, the trustees/custodians of the plan can grant trading authority as defined in this agreement to the plan participant by completing a Trading Authorization form.

If there are more than two account owners/holders, make a copy of the Joint Owner/Minor/Trustee Personal Information page, and complete with the additional account holders' information. All account holders must sign the application in the Agreement Signatures section. In order to establish your account, we are required to request the information in the Personal Information section for all account owners. Failure to provide this information will restrict your account, including transfer of assets.

Estate Accounts require a court appointment/letter of testamentary. Additional paperwork may be required. Non-Fidelity Prototype Retirement Accounts are not eligible for Level 2 Asset Movement Authorization. If Level 2 is selected, the request will default to Level 1 authorization.

## 2. Custodial Accounts

### (Uniform Gifts to Minors Act or Uniform Transfers to Minors Act)

If these are custodial accounts, I understand Fidelity will maintain accounts established under Uniform Gifts to Minors Act or Uniform Transfers to Minors Act and for which I act as custodian. I understand that I represent and warrant

the assets in the accounts belong to the minor, and all such assets, whether or not transferred out of the Fidelity UGMA/UTMA accounts, will only be used by me for the benefit of the minor. As used herein, "I" or "my" shall refer to the custodian or to the minor as the context may require.

These accounts are not eligible for Margin.

### 3. Joint Accounts

If these are joint accounts, "I" also refers to all account holders, jointly and severally. All account holders agree that any account holder has authority on behalf of the joint accounts to:

- Buy, sell (including short sales) and otherwise deal in stock, bonds, options, and other eligible securities or other investments on margin or otherwise.
- Receive notices, confirmations, account statements, shareholder, and any other communications of every kind and set the delivery preferences to electronic or paper for the receipt of such communications on behalf of the joint accounts.
- Receive money, securities and property of every kind and dispose of the same on behalf of the joint accounts.
- Make agreements relating to any of the foregoing matters, and terminate, modify or waive any of the provisions of the Agreement on behalf of the joint accounts.
- Deal with Fidelity as fully and completely as if he/she alone were interested in these accounts and without notice to the other account participants.
- Elect and terminate account-related products and services.

All obligations and liabilities arising under these accounts are joint and several and may be enforced by Fidelity against any or all account holders.

Fidelity is authorized to follow the instruction in every respect of any joint account holder without notice to any other account holder, and to deliver any or all monies, securities or other property to any joint account holder upon the instructions of any joint account holder, or to any other duly authorized person upon such instructions, even if such delivery or payment is to that joint account holder personally and not to the other(s). Fidelity will be under no obligation to inquire into the purpose or propriety of such delivery or payment and is not bound to inquire into the disposition or application of such delivery or payment. This authority remains in force until written notice to the contrary is addressed and delivered to Fidelity. Fidelity, in its sole discretion and for its sole protection, may terminate the accounts upon receipt of such notice and may require the written consent of all account holders prior to acting upon the instruction of any account holder.

Laws governing joint ownership of property vary from state to state. I understand that I am responsible for verifying that the joint registration I select is valid in my state. Generally, however, for **joint tenants with rights of survivorship**, in the event of the death of either tenant, the entire interest in the joint account shall be vested in the surviving joint tenant(s) on the same terms and conditions. For **tenants in common**, joint tenants are responsible for maintaining records of the percent of ownership. In the event of death of either tenant, the interest in their share of the tenancy shall vest in the decedent's legal representative. State laws regulating **community property** vary. Consult your own legal advisor.

### 4. Trust, Plan, and Business Accounts

For most trust accounts, a notarized certification of trust or copies of the first page and signature page of the trust documents are required to establish the account.

If these accounts are trust or business accounts, or these accounts are not owned by individual person(s), "I" also refers to all account holders, trustees, corporate officers, partners, club members, custodians, guardians, executors, and any other authorized person(s) who hold(s) any position of ownership or fiduciary responsibility for this account.

Trustee powers include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account) and to trade securities on margin or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the Trust. All orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.

**Please note that Margin privileges on a Fidelity-Non Prototype Account are limited to purchases or sales of securities.** Securities purchase on margin may be considered a "debt-financed property" and subject to unrelated business taxable income (UBTI). Any filing or taxes, including UBTI, are the responsibility of You, the account holder; the Plan's trustee; or IRA Custodian. National Financial Services LLC ("NFS") and Fidelity Brokerage Services LLC ("FBS") are not responsible for filing this tax form or remitting the applicable taxes.

The plan's trustee or IRA Custodian is responsible for the administration of the retirement plan or IRA including following the governing plan document or custodial agreement and for additional reporting, tax filing, and disclosures required on this account.

FBS and NFS may not provide necessary information required for you, or your plan's trustee to complete these additional filings and/or disclosures.

Non-Fidelity Prototype Accounts are not eligible for Non-Purpose Loans.

For Corporate, LLC and Unincorporated Accounts, the authorized individuals are authorized to purchase, trade, sell, assign, transfer and/or deliver any and all stocks, bonds, options, or any other securities, listed or unlisted, in said account and to execute any and all instruments necessary, proper and desirable for the purpose, including executing any and all documentation necessary to establish cash, margin and/or option and to receive notices, confirmations, account statements, shareholder and other communications of every kind on behalf of the entity and set the delivery preferences to electronic or paper for the receipt of such communications; further, that any past action in accordance herewith is hereby ratified and confirmed.

For Partnership Accounts, the authorized individuals jointly and severally agree that each shall have authority on behalf of the partnership to establish and maintain one or more accounts (including, but not limited to, margin accounts) to buy, sell, trade and otherwise deal in, through you as brokers, stocks, bonds, options and any other securities, listed or unlisted on margin or otherwise (including short sales); to receive on behalf of the partnership account demands, notices, confirmations, reports, statements of account, and communications of every kind; to receive on behalf of the partnership account money, securities and property of every kind, and to dispose of same; and to receive notices, confirmations, account statements, shareholder, and other communications of every kind on behalf of the partnership and set the delivery preferences to electronic or paper for the receipt of such communications to make on behalf of the partnership account agreements relating to any of the foregoing matters and to terminate or modify same or waive any of the provisions thereof; and generally to deal with you on behalf of the partnership account as fully and completely as if he alone were interested in said account, all without notice to the other or others interested in said account.

### 5. For Corporate and LLC Accounts: Corporate and LLC Resolution and Authorization

Copy of certain resolutions (certified in the Business Information section of the Brokerage Account Application for Business Registrations) adopted by the Board of Directors whereby the establishment and maintenance of trading accounts have been authorized.

#### RESOLVED

**FIRST:** That the individuals listed in the Personal Information section of the Brokerage Account Application for Business Registrations are, and each of them hereby is, authorized and empowered, for and on behalf of this Entity (herein called the "Entity"), to establish and maintain one or more accounts (which may be margin accounts), with Fidelity Brokerage Services LLC and National Financial Services LLC (herein called the "Brokers") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short-sales), possessing, transferring, exchanging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities, including, but not by way of limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, certificates of deposit, mortgages, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to borrow money and securities and to borrow such money and securities from or through the Brokers, and to secure repayment thereof with the property of the Entity; to bind and obligate the Entity to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Entity with or through the Brokers; to pay by checks and/or drafts drawn upon the funds of the Entity such sums as may be necessary in connection with any of the said accounts; to deliver securities and contracts to the Brokers; to deliver securities to and deposit funds with the Brokers; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities, to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Entity all releases, powers of attorney, and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

**SECOND:** That the Brokers may deal with any and all of the persons directly or indirectly, by the foregoing resolution empowered, as though they were dealing with the Entity directly.

**THIRD:** That the Secretary of the Entity or a duly appointed authorized officer of an LLC be and he hereby is authorized, empowered and directed to certify, under the seal of the Entity, or otherwise, to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by the Brokers, shall be supported by an opinion of the general counsel of the Entity, or other counsel satisfactory to the Brokers) that the Entity is duly organized and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-Laws or otherwise.

**FOURTH:** That the Brokers may rely upon any certification given in accordance with these resolutions, as continuing fully effective, unless and until the Brokers shall receive due written notice of a change in or the rescission of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Entity or becomes an officer under some other title, in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

**FIFTH:** That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Brokers in writing to the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

**SIXTH:** That the foregoing resolutions and the certificates actually furnished to the Brokers by the Secretary of the Corporation or duly appointed officer of an LLC pursuant thereto be, and they hereby are, made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

## 6. Applicable Rules and Regulations

All transactions through Fidelity are subject to the constitution, rules, regulations, customs and usages of the exchange, market or clearinghouse where executed, to any applicable policies and/or procedures of Fidelity, as well as to any applicable federal or state laws, rules and regulations.

I also understand that all transactions and instructions related to my account are subject to Fidelity's policies and procedures, which may result in Fidelity's refusal to accept or execute any order, instruction or transfer related to my account for any reason at any time in its sole discretion. Fidelity reserves the right to restrict my account from withdrawals and/or trades for any reason, including but not limited to if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. Fidelity also reserves the right to restrict my account from withdrawals and/or trades if Fidelity is put on reasonable notice that the ownership of some or all of the assets in the account is in dispute. If I am funding this account from another account, I am aware that if I select an in kind transfer, certain shares may not be transferable. Non transferable shares may be liquidated. I am responsible for confirming the eligibility of shares to be transferred prior to giving funding instructions and understanding any tax or other impact of shares that are liquidated.

I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the resale, transfer, delivery or negotiation of securities, including the Securities Act of 1933 ("Securities Act"), The Securities Exchange Act of 1934, and Rules 144, 144A, 145 and 701 thereunder. I agree that it is my responsibility to notify you of the status of such securities and to ensure that any transaction I effect with you will be in conformity with such laws and regulations. I will notify you if I am or become an "affiliate" or "control person" within the meaning of the Securities Act with respect to any security held in my accounts. I will comply with such policies, procedures and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as you may require. In order to induce you to accept orders with respect to securities in my accounts, I represent and agree that, unless I notify you otherwise, such securities or transactions therein are not subject to the laws and regulations regarding "restricted" and "control" securities. I understand that if I engage in transactions which are subject to any special conditions under applicable law, there may be a delay in the processing of the transaction pending fulfilment of such conditions. I acknowledge that if I am an employee or "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's inside trading policy, and I agree to comply with such policy.

## 7. Commissions/Fees/Pricing

I hereby authorize my Authorized agent(s)/Advisor(s) to enter into such schedule of interest rates, commission rates and any other fee schedules for my accounts as may be determined between my Authorized agent(s)/Advisor(s) and Fidelity, and I hereby certify that my Authorized agent(s)/Advisor(s) have informed me of such interest rates, commission rates and other fee schedules, and I agree to be bound thereby.

## Use of Funds Held Overnight

As compensation for services provided with respect to accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any above amounts will first be netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

- (1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, ACH (Automated Clearing House) or other means) will generally be invested in the account's core account investment vehicle ("Core Transaction Account") by close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the Core Transaction Account purchase settles on the next business day. Note that amounts disbursed from an account (other than as referenced in Section (2) below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the Core Transaction Account. These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.
- (2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.
- (3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

## 8. Security Interest

Any credit balances, securities, assets or related contracts, and all other property in which I may have an interest held by Fidelity or carried for my accounts shall be subject to a general lien for the discharge of my obligations to Fidelity, and Fidelity may sell, transfer, or assign any such assets or property to satisfy a margin deficiency or other obligation whether or not Fidelity has made advances with regard to such property.

Shares of any investment company in which I have an interest and for which Fidelity Management & Research Company serves as investment advisor and which are custodied, recordkept, or otherwise administered by an affiliate of Fidelity or NFS, also are subject to a general lien for the discharge of my obligations to Fidelity and NFS, and Fidelity and NFS may redeem any such shares to satisfy my obligation without further notice or demand. However, no provision of this agreement concerning liens or security interests shall apply to any accounts to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code relating to retirement accounts.

## 9. Settlement of Transactions

In the absence of a specific demand, all transactions in any of my accounts are to be paid for, securities delivered or required margin deposited no later than 2 p.m. Eastern Time on the settlement date. And I agree to deliver my securities I have in my possession in sufficient time to be received by Fidelity one day before settlement date. Fidelity reserves the right to cancel or liquidate, at my risk, any transaction not timely settled. Margin calls are due on or before the date indicated regardless of the settlement date of the transaction. For most stocks and bonds, the settlement date is the third business day following the trade date. Settlement dates for U.S. Government issues vary. Options settle on the next business day. Interest will be charged on any debit balance which remains in my brokerage account past the settlement date as explained in the Disclosure of Credit Terms on Transactions section of this Agreement.

## 10. Money Market Same-Day Trading and Settlement (SDS)

I agree that my use of the Money Market Fund Same Day Settlement Program (SDS) is governed by the terms and conditions in this section. I understand and acknowledge that SDS purchase trades (buy orders) are funded by cash wired into my account on the day I place an SDS purchase trade (buy). I cannot use the available balance in my Core Transaction Account (defined below) to fund an SDS purchase trade. I understand that cash wired into my account and not used that day will settle overnight into my Core Transaction Account and become ineligible to fund SDS purchase trades. Fidelity may cancel any purchase trade if I have not wired cash into my account by the last transmission intervals available for the SDS fund I want to buy. I understand that transmission intervals are determined by Fidelity and the applicable fund company at their discretion. Sale/redemption (sell order) proceeds will not be released to me until the wire is received by Fidelity. All orders must be placed during trading hours; overnight orders will not be accepted. Once an order has been transmitted to the fund company by Fidelity, it cannot be cancelled. Retirement accounts are not eligible for this program.

## 11. Fidelity Equity Dividend Reinvestment Service Agreement

Upon my enrollment, I agree to the following terms and conditions governing the Fidelity Equity Dividend Reinvestment Service (the "Service") to be provided by Fidelity ("you" or "Fidelity") and its affiliate, National Financial Services LLC ("NFS"):

### Provision of Fidelity Equity Dividend Reinvestment Service

My enrollment in the Service will be activated on the day I notify you by telephone, or within 24 hours after receipt of any written notification, that I wish to enroll an eligible security. Upon activation of my enrollment, I agree to be bound by this Fidelity Equity Dividend Reinvestment Service Agreement (this "Agreement") as well as any other agreements between us that apply to my brokerage account.

I may direct you to add the Service to either all eligible securities in my account or selected eligible individual securities. My enrollment authorizes you to automatically reinvest cash dividends and capital gain distributions paid on such eligible securities held in my account (collectively, "dividends") in additional shares of the same security.

To add or remove the Service with respect to securities in my account, I must notify you of my election on or before 9 p.m. Eastern Standard Time (EST) on the dividend record date for such security. If the dividend record date falls on a non-business day, then I must notify you on or before 9 p.m. EST one business day prior to the dividend record date for such security. Dividends will be reinvested on any shares of all enrolled securities provided that I own such shares on both the dividend record date and the dividend payable date. Dividend reinvestment does not assure profits on my investments and does not protect against loss in declining markets.

You reserve the right to terminate or amend the Service and this Agreement at any time, including instituting commissions or transaction fees. Prior to the effective date of any such amendments, you shall send prior written notice thereof to me.

### Eligible Accounts

The Service is available to Fidelity Brokerage customers who maintain cash, margin, or retirement brokerage accounts.

### Eligible Securities

To be eligible for the Service, the enrolled security must be a closed-end fund or domestic common stock (including ADRs), which is margin eligible (as defined by NFS), and listed on the New York Stock Exchange or the American Stock Exchange, or traded on the National Association of Securities Dealers Automated Quotation System (NASDAQ). In order for my enrollment to be in effect for a given security, my position in that security must be settled on or before the dividend record date. Foreign securities and short positions are not eligible for the Service. Eligible securities must be held in street name by NFS or at a securities depository on behalf of NFS.

If I attempt to enroll a security for which I have placed a buy limit order which has not been filled, my enrollment election will be held for five (5) consecutive business days, at which point I must notify Fidelity of my desire to re-enroll the security for another five (5) consecutive business days.

I am holding a security in my account that is ineligible for enrollment, and the security subsequently becomes eligible, any existing account-level reinvestment instructions will take effect for that security.

### Eligible Cash Distributions for Reinvestment

Most cash distributions from eligible securities selected for participation in the Service may be reinvested in additional shares of such securities, including cash dividends and capital gain distribution. Cash-in-lieu payments, late ex-dividend payments, and special dividend payments, however, may not be automatically reinvested. If I enroll a security in the Service, I must reinvest all of its eligible cash distributions. I understand that I cannot partially reinvest cash distributions. I also understand that I cannot use any other funds in my brokerage account to make automatic reinvestment purchases.

### Dividend Reinvestment Transactions in Eligible Securities

On the dividend payable date for each security participating in the Service, you will credit my account in the amount of the cash dividend to be paid (less any amounts required by law or agreement to be withheld or debited). Two (2) business days prior to the dividend payable date, you will combine cash distributions from my account with those from other customers requesting dividend reinvestment in the same security and use these funds to purchase securities for me and the other customers on a best efforts basis. You will credit to my account the number of shares equal to the amount of my funds to be reinvested in a particular security divided by the purchase price per share. If several purchase transactions are required in order to reinvest my and other customers' eligible cash distributions in a particular security, the purchase price per share will be the weighted average price per share for all such shares purchased. Under certain conditions a dividend may be put on hold by the issuing company. If a dividend is on hold on the payable date, reinvestment will not be performed. If a dividend is released from hold status after dividend payable date, dividend reinvestment will be performed on the day the dividend is actually paid.

If I liquidate shares of an enrolled security between the dividend record and the business day prior to the payable date, such shares will not participate in the Service and I will receive the dividend as cash in my Core Transaction Account. If I liquidate shares of an enrolled security on dividend payable date, such shares will participate in the Service.

I will be entitled to receive proxy voting materials and voting rights for an enrolled security based on my proportionate shares. For mandatory reorganizations, I will receive cash in lieu of my partial shares. For voluntary reorganizations, instructions I give you will be applied to my whole shares and the partial shares will be liquidated at market price.

### Partial Shares

Automatic reinvestment of my eligible cash distributions may give me interests in partial shares of securities, which you will calculate to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings. If my account is transferred, if a stock undergoes a reorganization, or if stock certificates are ordered out of an account, partial share positions, which cannot be transferred, reorganized, or issued in certificate form, will be liquidated at the closing price on the settlement date. The partial share liquidation transaction will be posted to my account on the day following the settlement date. I may not liquidate partial shares at my discretion. If I enter an order to sell my entire whole share position, any remaining partial share position will be liquidated at the execution price of the sell and will be posted to my account on the settlement day. No commission will be charged for the liquidation of the partial share position.

### Confirmations and Monthly Statements

In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular monthly brokerage account statement. I may obtain immediate information regarding a dividend reinvestment transaction on the day after the reinvestment date by calling my local Fidelity Investor Center or Fidelity's 24-hour toll-free number.

### Continuing Effect of Authorization; Termination

I authorize you to purchase, for my account, shares of the securities I have selected for the Service. Authorizations under this section will remain in effect until I give you notice to the contrary on or before 9 p.m. EST on the dividend record date. If the dividend record date falls on a non-business day, then notice must be given on or before 9 p.m. EST at least one business day prior to the dividend record date. Such notice will not affect any obligations resulting from transactions initiated prior to your receipt of the notice. I may withdraw completely or selectively from the program. If I transfer my account within Fidelity, I must re-enroll my securities for reinvestment. Enrollment elections for securities that become ineligible for the Service will be canceled after 90 days of continuous ineligibility.

### Optional Dividends

At times certain issuers that pay dividends may offer shareholders an opportunity to elect to receive stock or cash, or a combination of both. This is known as an "Optional Dividend." The issuer will assign a default if no instruction is received. For example, the default option could be cash, stock or a combination of both. You have the opportunity up until the applicable deadline to make an election to receive the payment of their choice. Please be advised, if you do not make an election prior to the deadline, your account will be assigned a default election based on the dividend reinvestment program instructions you established with respect to your account. **This default election will be utilized in lieu of the issuer's default option being applied to your account.**

### Depository Trust Company's (DTC) Dividend Reinvestment Program

For certain securities, dividend reinvestment may occur through the Depository Trust Company dividend reinvestment program. This plan may be utilized if an issuer offers reinvestment at a discount. Eligibility for a security to be enrolled in the DTC Dividend Reinvestment Program or the Fidelity dividend reinvestment program is determined by Fidelity and may change without notice. A dividend reinvestment transaction will post to your account when the shares are made available to Fidelity by DTC. Such transactions are generally posted within 15 days after pay date.

## 12. Receipt of Communications

Communications may be sent to me at the U.S. postal or electronic mail address of record listed on my application or at such other address I may hereafter give Fidelity, and all communications so sent, whether by mail, electronic means, telegraph, messenger or otherwise, shall be deemed given to me personally, whether actually received or not. I understand that I should promptly and carefully review the transaction confirmations and periodic statements and notify Fidelity of any errors. Information contained on transaction confirmations and account statements is conclusive unless I object in writing immediately after its being transmitted to me or my Authorized agent(s)/Advisor(s).

Account mailings may include: confirmation of the new account profile, confirmations of changes to the investment objectives, and the tri-annual account profile confirmation.

All account mailings of the account being established with this application will be sent to the account address in conjunction with the paper or electronic delivery preference on the account and be deemed to have been received by all account holders at such address.

## 13. Periodic Reports

I will receive a statement of all transactions quarterly, and monthly in the months where there is activity in my accounts, unless I have authorized on the application to direct all immediate written trade confirmations to my Authorized agent(s)/Advisor(s) and/or SAMs in lieu of sending them to me directly. If I have elected to receive quarterly account statements detailing all

trade confirmations in lieu of immediate trade confirmations, I understand that receiving quarterly account statements impacts my ability to monitor as promptly the trading activity and investment decisions made by my Authorized agent(s)/Advisor(s) and/or SAMs. I acknowledge my Authorized agent(s)/Advisor(s) and/or SAMs are my fiduciaries and have investment discretion over the accounts, that Fidelity has no responsibility for the trading activity in the accounts or for monitoring the trading in my accounts, and that Fidelity's role is limited to carrying out my Authorized agent's(s')/Advisor's(s') and/or SAM's(s') instructions relating to the trading activity and investments in my accounts. I can revoke these instructions with written notice to you. The brokerage statement will detail: securities bought or sold in my securities accounts, whether on margin or on a fully paid basis; all purchases of merchandise, services and cash advances made with the check or debit card; redemption checks; margin loans and repayments and interest charges, if any; the number of fund shares that were purchased or redeemed for me; and electronic funds transfers and monthly fees assessed.

By authorizing Fidelity to deliver prospectuses to my Authorized agent(s)/ Advisor(s) and/or SAMs in lieu of sending them to me, I acknowledge that I will not receive prospectuses on securities held in my accounts and that it is my responsibility to evaluate the appropriateness of trading decisions made by my Authorized agent(s)/Advisor(s) and/or SAMs.

#### **14. Extraordinary Events**

Fidelity shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspensions of trading, war, strikes or other conditions beyond its control, including, but not limited to, extreme market volatility or trading volumes.

#### **15. Choice of Marketplace**

I understand and acknowledge that when securities can be traded in more than one marketplace, in the absence of specific instructions from me, Fidelity may use its discretion in selecting the market in which to enter my orders.

#### **16. Payment for Order Flow**

Fidelity transmits customer orders for execution to various exchanges or market centers based on a number of factors. Such factors include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, speed of execution, liquidity enhancement opportunities, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. Fidelity will furnish payment for order flow and order routing policies to me on an annual basis.

Fidelity receives remuneration, compensation or other consideration for directing customer orders for equity securities to particular broker/dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments or reciprocal business.

**Please Note:** Orders placed through Fidelity's telephone, electronic, wireless or on-line trading systems cannot specify a particular market center for execution.

#### **17. Account Protection**

Securities in accounts carried by NFS, a Fidelity Investments company, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000. For claims filed on or after July 22, 2010, the \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit [www.sipc.org](http://www.sipc.org) or call 1-202-371-8300.

#### **18. Purchase of Precious Metals**

If I direct Fidelity to purchase precious metals for me, I understand: a) the Securities Investor Protection Corporation (SIPC) does not provide protection for precious metals, but if stored through Fidelity, they are insured by the depository at market value; b) precious metals are not marginable; c) precious metal investments can involve substantial risk due to rapid and abrupt price changes and, therefore, Fidelity cannot guarantee an advantageous purchase or liquidation price; and d) if I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes.

#### **19. Callable Securities Lottery**

When street name or bearer securities held for me are subject to a partial call or partial redemption by the issuer, Fidelity may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If Fidelity is allocated a portion of the called/redeemed securities, Fidelity utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. Fidelity's allocations are not made on

a pro rata basis and it is possible for me to receive a full or partial allocation, or no allocation. I have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided my account is not subject to restriction under Regulation T or such withdrawal will not cause an undermargined condition. A more detailed description of the Lottery Process may be accessed by visiting [Fidelity.com/callable-securities](http://Fidelity.com/callable-securities). You may also request a hard copy of the Lottery Process by writing to National Financial Services LLC, P.O. Box 770001, Cincinnati, OH 45277.

#### **20. Modification and Miscellaneous**

I understand that no provision of this Agreement can be amended or waived except by Fidelity and I agree to the terms and conditions set forth in this Client Agreement as they are today and as they be amended in the future. If any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision will be superseded or amended to conform with such law and regulation, but the remainder of this Agreement remains in full force and effect.

The failure of Fidelity at any time to require performance by me or my Authorized agent(s)/Advisor(s) and/or SAMs of any provision of these terms and conditions will not limit the right to require such performance at any time thereafter. Fidelity reserves the right, at its sole discretion and without prior notice, to restrict or limit any transaction or series of transactions in any investment company advised or managed by Fidelity or its affiliates that Fidelity determines may adversely affect the investment company or its shareholders. Any failure to provide accurate trading or allocation instruction, including options transactions, may result in losses in my accounts. I may not assign this or any related agreement without the prior written consent of Fidelity.

**This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts; shall cover individually and collectively all accounts that I may open or reopen with Fidelity; and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation or otherwise. Fidelity may transfer my accounts to your successors and assigns, and this agreement shall be binding upon my heirs, executors, administrators, successors and assigns.**

#### **21. Core Transaction Account**

Amounts contributed and received may be invested while awaiting reinvestment in a free credit balance which is a taxable income-earning account (note, this is a different option from the Intra-day Free Credit Balance described in this Agreement), a Bank Deposit Sweep Program, the money market mutual fund I choose, or any other fund Fidelity makes available (the "Core Transaction Account") subject to prior payment by me, and on my behalf, of any outstanding margin loan balances or other debit items or authorized payments of securities account settlements. I authorize Fidelity to change my core transaction account option at its discretion with notice to me when required. I agree to indemnify and hold Fidelity harmless for any actions that might result from Fidelity changing my core transaction account option. My account statement details all activity in the Core Transaction Account. This is provided in lieu of a confirmation that might otherwise be provided by Fidelity with respect to those transactions. Any free credit balances in the securities account (i.e., any cash that may be transferred out of the securities account without giving rise to interest charges) automatically will be invested in my Core Transaction Account and be paid monthly. A variable rate of interest may be paid on cash balances awaiting reinvestment (excluding any short credit balances) providing that accrued interest for any particular day equals or exceeds \$.0050. The variable rate of interest paid will be determined by the daily balance in the account. Fidelity reserves the right to increase or decrease the rate at any time without notice. I acknowledge that I have received the description of the Core Transaction Account and available options in the Account Application and Agreement, including Fidelity's right to change the options available to me, and consent to having free credit balances held or invested in the Core Transaction Account.

In the event I hold a money market mutual fund as my Core Transaction Account that is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to Fidelity by the fund that a liquidity fee or redemption gate has been imposed, Fidelity will remove the impacted fund from my Core Transaction Account and I will hold that fund as a non-core position in my account. Any future core transaction sweeps to the impacted money market mutual fund will cease and amounts in my account awaiting reinvestment will be held in a free credit balance as described in this agreement. The cash available and running collected balance in my account will be reduced by the amount of the value of the impacted money market mutual fund. Payment of debit items from my account will continue to be paid as described in this agreement, but Fidelity will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted. Fidelity and/or my Authorized agent/ Advisor will help facilitate the selection of a different Core Transaction Account. I could lose money by investing in a money market fund. Although the fund seeks to preserve the value of my investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund sponsor has no legal obligation to provide financial support to the fund, and I should not expect that the sponsor will provide financial support to the fund at any time.

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of my shares, nor temporarily suspend my ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

I understand and agree that Fidelity may change my core account selection with notice to me when required. I may make a different core account selection from available options. I can contact my Authorized agent/Advisor or Fidelity to change my core account option.

Fidelity may change the interest rates and annual percentage yields (APY) for the money market mutual fund options available for the Core Transaction Account without prior notice to me. Fidelity will notify me of changes to the terms and conditions of products available through the Core Transaction Account. The notice will describe the new terms, conditions or products. I may ask Fidelity to remit my available cash balances to me, or place them in another core account option for which I am eligible.

If my account is eligible (as defined in the Bank Deposit Sweep Program (BDSP) Disclosure documents), and a BDSP is available, a BDSP may be selected as the Core Position in my Account. If elected by me or my Authorized agent/Advisor at any time, the cash balance in my core account will be swept to an FDIC insurance-eligible interest-bearing account at a Bank(s), subject to applicable FDIC insurance coverage limits. Cash balances held at each Bank will be eligible for FDIC insurance up to \$250,000 (principal plus accrued interest) per depositor in each insurable capacity (i.e., individual, joint, etc.) per Bank, in accordance with applicable FDIC rules. All deposits (for example, deposits you may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to \$250,000 as described above. Joint accounts owned by two individuals are insured up to \$250,000 as described above for each co-owner (again, in the aggregate for all joint account Bank Deposit Sweep Program and non-Bank Deposit Sweep Program joint account balances) at each Bank. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program, the number of Banks in which your money is deposited, and other factors as more fully described in the Bank Deposit Sweep Program Disclosure Documents. All FDIC insurance coverage is in accordance with FDIC rules.

If at any time a Bank Deposit Sweep Program is not available for investment, I understand the core account option will be the then-current default option for that applicable account type until such time as I or my Authorized agent/Advisor elect otherwise.

Bank(s) in a Bank Deposit Sweep Program are eligible to receive some or all of my cash balances as more fully described within the BDSP Disclosure Documents. Once deposited at a Bank(s), my cash balance is eligible for FDIC insurance subject to applicable FDIC insurance coverage limits. Note that the Bank Lists may be different for each Bank Deposit Sweep Program and for each account I own, and may change from time to time. I may contact my Authorized agent/Advisor or Fidelity at any time to request a copy of the BDSP Disclosure Documents, a Bank List, to obtain the current balances I may have in a Bank or to opt out of a Bank in my list. I may not be able to opt out of all of the Banks in the program.

Cash balances held on my behalf at a Bank(s) earn a rate of interest that will vary over time and can change without prior notice to me. For more information about interest rates I can refer to the BDSP Disclosure Documents. For current interest rates and information about comparable investment options, I can contact my Authorized agent/Advisor or visit Fidelity.com.

**IMPORTANT: In the event that my total assets at a Bank (including assets held in multiple accounts at Fidelity Brokerage Services or assets that I hold with a Bank(s) outside of the BDSP) exceed the FDIC insurance limits, my assets in excess of FDIC limits are not covered by SIPC or insured by FDIC.**

**Deposits over the maximums or limits will not be FDIC or SIPC insured.**

A Bank Deposit Sweep Program is not a security and therefore not SIPC insured. Funds received into an account are immediately covered by SIPC (up to applicable SIPC coverage limits) but once my cash balance is deposited at a Bank(s), it is no longer covered by SIPC (subject to applicable SIPC rules). The deposit is eligible for FDIC insurance subject to FDIC insurance coverage limits and in accordance with FDIC rules. All of the account holder's assets at a Bank, including assets outside the BDSP, will generally be counted toward the FDIC aggregate limit. In accordance with the BDSP Disclosure Documents, customers are responsible for monitoring their total assets at a Bank to determine the extent of available FDIC insurance.

If I or my Authorized agent/Advisor elect a Bank Deposit Sweep Program, I understand that I am responsible for monitoring my total assets at a Bank(s), including assets held in multiple accounts at Fidelity or assets that I hold with Banks outside of a Bank Deposit Sweep Program to determine the extent of available FDIC insurance. Information regarding deposits at Banks can be found on account statements. All FDIC insurance coverage is in accordance with FDIC rules. For additional information see the Bank Deposit Sweep Program Disclosure Documents or the Bank Deposit Direct Investment Disclosure Document.

Amounts in excess of FDIC limits in any Bank, assets held in multiple accounts at Fidelity Brokerage Services or assets that I hold with Banks outside of a Bank Deposit Sweep Program or a Bank Deposit Direct Investment exceed the FDIC insurance limits, my assets in excess of FDIC limits are not covered by SIPC or insured by FDIC. For more information about FDIC insurance coverage, visit the FDIC website at [www.FDIC.gov](http://www.FDIC.gov) or call 877-ASK-FDIC.

**Core Options for Non-U.S. Customers**

If Fidelity determines that I am a non-U.S. customer at any point in time after I open this account (e.g., as a result of a subsequent change of address) my core account will not operate as described above, but will be subject to the terms and conditions as described below.

If I have an existing account that utilizes the Taxable Interest Bearing Option as my core position (or if I subsequently change my election to the Taxable Interest Bearing Option), I may be unable to change my core option election even if other options are available to me.

If I have an existing account that utilizes any option for my core option other than the Taxable Interest Bearing Option, the process of sweeping the Intra-day Free Credit Balance to my core account will be suspended. This will not affect any balance held in the core position at the time of the suspension. Although, while I will be able to liquidate that position should I elect to do so, I will generally be unable to add to it for so long as Fidelity determines I am a non-U.S. customer, except for automatically reinvested dividends on money market fund positions and the deposit of accrued interest in the case of a bank sweep. As a result, uninvested cash in the Account will be held in the Intra-day Free Credit Balance. I also may be unable to make any change to my core option election, except that I may change my election to the Taxable Interest Bearing Option, if that option is available to me. Should I make that change, my core account will operate as if I had an existing account that utilizes the Taxable Interest Bearing Option.

Should Fidelity determine I am no longer a non-U.S. customer, if my account was subject to a suspension, this suspension will be lifted, the Intra-day Free Credit Balance will be swept to my core account and held in the core option that I selected or defaulted into, and on a going-forward basis my account will operate as otherwise described herein.

**Credits and Debits to My Account**

During normal business hours ("Intra-day"), activity in my account such as deposits and the receipt of settlement proceeds are credited to my account versus any of my debit obligations and may be held as a net free credit balance (the "Intra-day Free Credit Balance"). If I utilize a money market fund as my core position, the Intra-day Free Credit Balance, if any, generated by such activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into my core account, where it is handled as described in this Agreement, except as otherwise noted therein. If I utilize an option other than a money market fund as my core position, the Intra-day Free Credit Balance, if any, generated by such activity occurring prior to Fidelity's nightly processing cycle is automatically swept into my core account, where it is handled as described in this Agreement, except as otherwise noted herein.

Activity in my account such as deposits and the receipt of settlement proceeds may also occur after the cut-offs described above, or on days the market is not open and the Fedwire Funds Service is not operating (collectively "After-hours"). Those amounts are credited to my account and may be held as a free credit balance (the "After-hours Free Credit Balance") and my net free credit amounts will be included in the next core sweep.

If I utilize a Fidelity money market mutual fund as my core position, there will be an additional automatic sweep into my core account early in the morning prior to the start of business on each business day. This sweep will include my After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to me on demand by Fidelity. Subject to applicable law, Fidelity may use these free credit balances in connection with its business. Fidelity may, but is not required to, pay interest on free credit balances held in my account overnight; provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time at Fidelity's sole discretion.

Interest paid on a free credit balances will be labeled "Credit Interest" in the Investment Activity section of my account statement. Interest is calculated on a periodic basis and credited to my account on the next business day after the end of the period. This period typically runs from approximately the 20th day of one month to the 20th day of the next month, provided, however, that the beginning and ending periods each year run, respectively, from the 1st of the year to approximately the 20th of January, and approximately the 20th of December to the end of the year. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

Each check or Automated Clearing House deposit (ACH) deposited is promptly credited to my account. However, the money may not be available to use until up to six business days later, and Fidelity may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from my account, and I am responsible for returning any interest I received on it. Note that Fidelity only can accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank). In addition, if Fidelity has reason to believe that assets were incorrectly credited to your account, Fidelity may restrict such assets and/or return such assets to the account from which they were transferred.

## Debits to Your Account

Deferred debit card charges are debited monthly. All other debit items (including checks, debit card transactions, bill payments, securities purchases, electronic transfers of money, levies, court orders or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions (including margin calls) will be given priority over other debits, such as checks or debit card transactions.

As an account owner, I am responsible for satisfying all debits in my account, including any debit balance outstanding after all assets have been removed from an account, any margin interest (at prevailing margin rates) that has accrued on that debit and any costs (such as legal fees) that Fidelity incurs collecting the debit. I am responsible for ensuring that checks issued to me representing distributions from my account are promptly presented for payment. If a check issued to me from my account remains uncashed and outstanding for at least six months, I authorize and instruct Fidelity, in its sole discretion, to cancel the check and return the underlying proceeds to me by depositing the proceeds into my account.

I agree that the Core Transaction Account shall be automatically redeemed to satisfy debit balances in the securities account, check usage, electronic funds transfers, over-drafts and other authorized debit items.

If I so elect, and upon my instructions, monies representing the redemption of Core Transaction Account shares may be transferred to a bank account designated by me. Such monies shall be submitted, at Fidelity's election, via the Federal Reserve wire system or an automated clearinghouse system.

I hereby ratify any instructions given on this account and any account of another Fidelity fund into or from which I exchange and agree that neither you nor the fund's transfer agent will be liable for any loss, cost or expense for acting upon such instructions (by telephone or writing) believed by you or them to be genuine and in accordance with the procedures described in the fund prospectus. I understand that it is my responsibility to read the prospectus of any other Fidelity or non-Fidelity fund into which I purchase or exchange.

I understand certain fees may be applicable for services, that you may change the amount of the fees, and that the Core Transaction Account will assume various charges in connection with the account.

Fidelity Management & Research Company will receive a fee for serving as investment advisor to the Fidelity Funds. I further understand that for any special services that are not part of your regular account and that are requested by me or my Authorized agent(s)/Advisor(s) and performed by you, I will pay your customer service charges. If I select a money market fund, it is a request for a prospectus which will be sent to me or will be available on [www.fidelity.com](http://www.fidelity.com). Making the first investment into that fund is my acknowledgment that I have received and read a prospectus for that fund.

## 22. Payment of Items

To help ensure the proper discharge of debits, it is Fidelity's policy (unless we agree to do otherwise) to do the following when settling debits against my account.

During normal business hours, activity in my account such as wire disbursements and bill payments are debited from my account.

If I utilize a money market fund as my core position and there are debits in my account generated by such activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) my debits will be settled using the following sources, in this order:

1. any Intra-Day Free Credit Balances,
2. the core account,
3. any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment, and
4. if I have a margin account, any margin surplus available, which will increase my margin balance

If I utilize an option other than a money market fund as my core position, and there are debits in my account generated by such activity occurring prior to Fidelity's nightly processing cycle my debits will be settled using the following sources, in this order:

1. any Intra-Day Free Credit Balances,
2. the core account,
3. any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment. ( If I want to opt out of this source, please contact Fidelity,
4. if I have a margin account, any margin surplus available, which will increase my margin balance

If I utilize Fidelity money market mutual fund as my core position, there will be an additional automatic sweep early in the morning prior to the start of business on each business day, and debits associated with certain actual or anticipated transactions that would otherwise generate a debit in my account during the business day will be settled using the core account.

In addition to the foregoing, Fidelity may turn to the following sources to satisfy a debit balance in my account:

- any shares of a Fidelity money market fund held in another non-retirement account with the same registration (which you authorize us to sell for this purpose when you sign the application)

- any securities in any other account at Fidelity in which you have an interest

As used in this Agreement, the total cash and margin loan value shall be the "Collected Balance."

Fidelity shall not be responsible for the dishonor of any transaction due to insufficient Collected Balance. Other transactions that I initiate or to which I have consented may also reduce my Collected Balance. I understand that if funds in my account are insufficient to pay any item, such items will not be honored. I will promptly return to Fidelity any assets that Fidelity distributes to me but to which I am not entitled.

Note that at any time, Fidelity may reduce my available balance to cover obligations that have occurred but not yet been debited, including but not limited to withholding taxes that should have been deducted from my account.

In the event I hold a money market mutual fund in my account that impacts my cash available and is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to Fidelity by the fund that a liquidity fee or redemption gate has been imposed, the cash available and running collected balance in my account will be reduced by the amount of the value of the impacted money market mutual fund and payment of debit items from my account will continue to be paid as described in this agreement, but Fidelity will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted.

I acknowledge that if a money market mutual fund held in my account imposes a liquidity fee or redemption gate, the money market mutual fund may not provide Fidelity with advance notice of such liquidity fee or redemption gate. As a result, I may not be notified of such liquidity fee or redemption gate when I submit a trade. However, as instructed by the fund (and disclosed in the fund prospectus), my trade will be subject to such liquidity fee or redemption gate, and it may be applied to my trade retroactively.

## 23. Liability for Costs of Collection

I am liable for payment upon demand of any debit balance or other obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. I agree to reimburse Fidelity for all reasonable costs and expenses incurred in the collection of any debit balance or unpaid deficiency in any of my accounts, including, but not limited to, attorneys' fees.

## 24. Trading Authorization

A. By opening these accounts, I understand that I am granting my Authorized agent(s)/Advisor(s) trading authorization over my Separate Accounts identified in the Application, and I am granting each SAM trading authorization over the Separate Accounts the SAM has been designated to manage. Through trading authorization, I authorize my Authorized agent(s)/Advisor(s) and SAM(s) to execute trades on my accounts, and Fidelity is authorized and directed to accept any trading, servicing, or account-related instruction of the Authorized agent(s)/Advisor(s) and SAM(s) on my behalf. Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent's(s')/Advisor's(s') and SAM's(s') instructions prior to acting on such instructions, **including requests from my Authorized agent(s)/Advisor(s) to change the address on my account**. The Authorized agent(s)/Advisor(s) and SAM(s) may inquire in and trade in my accounts as specified, and Fidelity is authorized and directed to accept the instructions of the Authorized agent(s)/Advisor(s) and SAMs. The authorization shall be applicable to all assets I hold in the specified account. Except as otherwise provided for through a separate Asset Movement Authorization, the Authorized agent(s)/Advisor(s) and/or SAM(s) are not authorized to withdraw, or direct the withdrawal of, assets from my account as part of the servicing instructions.

B. I understand and agree that:

1. Fidelity is authorized and directed to accept the instructions of my Authorized agent(s)/Advisor(s) and SAM(s) on my behalf. This authorization shall be applicable to all assets I hold in the specified account. Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent's(s')/Advisor's(s') and SAM's(s') instructions prior to acting on such instructions, **including requests to change the address on my account**.
2. By granting trading authorization to my Authorized agent(s)/Advisor(s), I understand and agree that only my Authorized agent(s)/Advisor(s) will have the ability to instruct Fidelity to initiate transfers of cash from my bank account to my Fidelity account if I have provided EFT instructions to Fidelity.
3. Fidelity is further authorized to act upon my Authorized agent's(s')/Advisor's(s') and SAM's(s') instructions to aggregate transaction orders for my Account with orders for one or more other accounts over which the Authorized agent(s)/Advisor(s) and SAM(s) have trading authorization or to accept or deliver assets pursuant to a separately executed authorization I have granted to my Authorized agent(s)/Advisor(s) and SAM(s) in transactions executed by other Broker/Dealers where Authorized agent(s)/Advisor(s) and SAM(s) have so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been at the weighted average of the prices at which all of such transactions were executed.

## 25. Asset Movement Authorization

I understand that if I do not select Level I or Level II asset movement authority or if I choose to have no asset movement authority on this account, each cashiering or money movement request will require my signature.

### Level I Limited (First-Party Only)

By selecting Level I Limited asset movement authorization on my account application, I authorize and direct Fidelity to accept instructions from my Authorized agent(s)/ Advisor(s) for one time disbursements and the establishment of and changes to periodic disbursements (Periodic Distribution Plans) from my account, including: (1) for redemptions and payment of monies from my account by check made payable to me and sent to me at my address of record, (2) to disburse funds electronically, including bank wires and Electronic Funds Transfers (EFTs), to any first-party bank account pursuant to a standing written instruction provided to Fidelity and signed by me, and first-party check disbursements to any payee and address I have authorized through standing written instructions provided to Fidelity and signed by me, and (3) transfers of cash or securities from this account to other same-registration accounts at Fidelity, if this account is an individual or transfer on death account (accounts owned by me individually), contributions from this account to any IRA I own at Fidelity.

### Level I (First- and Third-Party)

By granting Level I asset movement authorization, I authorize and direct Fidelity to accept instructions from my Authorized agent(s)/ Advisor(s) as described in Level I Limited and, in addition, to accept instructions from my Authorized agent(s)/ Advisor(s), without receiving instructions directly from me, to (1) disburse funds electronically, including bank wires or Electronic Funds Transfers (EFTs) to any third-party account I have authorized through standing written instructions and third-party check disbursements to any payee and address I have authorized through standing written instructions, and (2) transfers of cash or securities from this account to other third-party accounts at Fidelity I have authorized through standing written instructions. Periodic Distribution Plans is a plan which enables scheduled recurring distributions of predetermined amounts from my account as described above.

### Level II

By granting Level II asset movement authorization, I authorize and direct Fidelity to accept instructions from my Authorized agent(s)/ Advisor(s) as described in Level I, and in addition, to accept instructions from my Authorized agent(s)/ Advisor(s), without receiving instructions directly from me, to transfer monies from my Fidelity account by wire to accounts at banks or other financial institutions that my Authorized agent(s)/ Advisor(s) represents to Fidelity have the same account owner or owners and the same registration type as this account. **By granting this authorization, I understand and agree that Fidelity will not undertake to confirm my Authorized agent(s)/ Advisor(s)' representations and cannot confirm the account registration at the receiving bank or financial institution. Therefore, Fidelity will not undertake to monitor my Authorized agent(s)/ Advisor(s)' compliance with my instructions to him or her and will rely solely upon the instructions of my Authorized agent(s)/ Advisor(s) for these transfers. I understand that I should carefully review my account documentation and monitor all activity on my accounts. Fidelity may require direct instructions from you for transactions over a certain amount.**

A. Upon requests for any account-related activity on my accounts from my Authorized agent(s)/ Advisor(s), including, but not limited to, requests for bank wires or EFTs, Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent(s)/ Advisor(s)' instructions prior to acting on them and to restrict or not accept requests for these transfers, at its own discretion. The Authorized agent(s)/ Advisor(s) are authorized to act for me and on my behalf in the same manner and with the same force and effect as I might or could do to the extent necessary or incidental to the furtherance or conduct of the accounts, in accordance with this agreement or my separate standing instructions. This authorization shall apply only with respect to my brokerage accounts opened with this application. The Authorized agent(s)/ Advisor(s) will place no trading orders or conduct activity in my accounts that exceed their authority under this authorization or any other agreement governing the accounts.

B. I understand and agree that Fidelity is authorized and directed to accept the instructions of the Authorized agent(s)/ Advisor(s) on my behalf. This authorization shall be applicable to all assets I hold in the specified accounts. Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent(s)/ Advisor(s)' instructions, at its own discretion.

## 26. Authorization to Pay Fees to Advisor

By signing the account application, I authorize Fidelity to pay management fees to my Authorized agent(s)/ Advisor(s) or his/her agent, and SAMs from the applicable accounts. Fidelity may use money from the Core Transaction Account and/or cash in my accounts to the extent necessary to pay such fees. Fidelity may rely on the fee calculation submitted by Authorized agent(s)/ Advisor(s) and SAMs to Fidelity to deduct from my applicable accounts. I understand that it is my responsibility to verify the fee and the accuracy of the fee calculation and that Fidelity will not determine whether the fee or the calculation is accurate or appropriate. I indemnify and hold Fidelity and its directors, employees and control persons harmless from all liabilities and

costs, including attorneys' fees that Fidelity may incur by relying upon the Authorized agent(s)/ Advisor(s) and/or SAMs' representations or upon the above authorization.

Fidelity, Authorized agent(s)/ Advisor(s) and/or SAMs or I may terminate any fee deduction authorization at any time by giving written notice to the others, but such termination shall not affect any obligation or liabilities arising prior to termination. This agreement may be modified or amended only pursuant to a written agreement signed by a duly authorized representative of Fidelity.

## 27. Fidelity Stock Plan Services

If I am a participant in equity compensation plans ("Stock Plans") and associated equity compensation rights under those Stock Plans (collectively "Rights") of my employer (together with its affiliates the "Issuer") for which Fidelity Stock Plan Services provides recordkeeping and administrative services (the "Stock Plan Services"), then with respect to the Stock Plan Services and my individual brokerage account identified to be used in connection with the Stock Plan Services, I agree as follows:

- I acknowledge that the terms of the Stock Plans and of my Rights are determined by the Issuer, and that I have received, reviewed, and understand the information distributed to me by the Issuer in connection with such Stock Plans and Rights, including any applicable prospectus, grant, or enrollment agreement, or other Stock Plan document (collectively "Plan Documents").
- I acknowledge that various federal and state laws or regulations may be applicable to my transactions, including, without limitation, Rule 144 under the Securities Act of 1933 and Section 16(b) of the Securities Exchange Act of 1934, and I agree to conduct these transactions in conformity with all applicable laws and regulations.
- I acknowledge that my rights and obligations with respect to the Rights (including, without limitation, quantities, vesting dates, and expiration dates) are determined under the Plan Documents, and that if any information provided by Fidelity to me (whether verbally or in writing) conflicts with the provisions of the Plan Documents, the information in the Plan Documents will control.
- I acknowledge that certain events may affect my rights and obligations with respect to the Rights (including, without limitation, changes in my employment relationship with the Issuer), and that I am responsible for understanding my rights and obligations with respect to the Rights.
- I authorize Fidelity to act on my instructions (given in writing, by telephone, or electronically) with respect to Rights in connection with the Issuer, including, without limitation, to exercise, purchase shares, or take other actions with respect to the Rights on my behalf, or to hold, transfer, or sell shares in my account.
- I understand that my instructions to Fidelity are irrevocable, except in the case of an unexecuted limit order, which I may attempt to cancel.
- I authorize the Issuer or its agent to rely without further investigation on this authorization as conclusive evidence of my irrevocable election to authorize Fidelity to act on my behalf with respect to the Rights, including exercising my Rights in accordance with and subject to the terms, provisions, and conditions of the Issuer's Stock Plans and the Plan Documents.
- In connection with certain Stock Plans, I may agree to certain contractual limitations on the shares that I obtain through the Stock Plan, including, without limitation, contractual restrictions on my ability to sell securities I obtain in connection with Stock Plans, and I hereby consent to and authorize Fidelity to take actions reasonable and necessary to enforce such contractual limitations in accordance with the Stock Plans and the Plan Documents.
- I authorize Fidelity, the Issuer, and their agents to exchange information regarding the exercise of my Rights and my purchase and sale of shares, including, without limitation, notice of exercise, number of shares, sale date, sale price, and income tax information relating to compensation income and tax withholding in relation to these transactions and subsequent sales, transfers, and dispositions of shares.
- In the case of Rights which are stock options, for any option exercise-and-sell order for which I give Fidelity instructions, I authorize Fidelity to make full payment to the Issuer or its agent for the option exercise price and, when required, tax withholding as instructed by the Issuer.
- Fidelity reserves the right to reject any order to sell shares in my account until shares are properly delivered by the Issuer and deposited into my account.
- I authorize the Issuer or its agent to issue shares in connection with any Rights to Fidelity in street name and to forward the shares (plus any dividend, split, or similar distribution paid by the Issuer or its agent with respect to such shares) directly to Fidelity for my account.
- I acknowledge that the Rights were granted in connection with my employment and, at the time of exercise, purchase, or other direction I give to Fidelity, I will be authorized to exercise, purchase, or take such other action.
- I understand that the Rights and/or the subsequent sale of the shares may have significant tax consequences. I further understand that Fidelity and its agents and employees are not authorized to give me tax or investment advice, and I have consulted such other sources I deem appropriate in connection with my transactions.

- I will indemnify Fidelity for any losses Fidelity may suffer as a result of our compliance with the authorizations set forth herein and any instructions given by me.

#### 28. Assignment

Authorized agent(s)/Advisor(s) and/or SAMs may not assign this or any related agreement without the prior written consent of me and Fidelity. All authorization granted to my Authorized agent(s)/Advisor(s) shall inure to the benefit of my Authorized agent(s)/Advisor(s') successor, whether by merger, consolidation or otherwise, and assigns, and you may transfer the Authorized agent(s)/Advisor(s') authorizations to the successor and assigns.

#### 29. Termination of Account

My accounts may be terminated by me or Fidelity at any time. This agreement will remain in effect until its termination is acknowledged in writing by an authorized representative of Fidelity. I will remain responsible for all charges, debit items, or other transactions initiated or authorized by me, whether arising before or after termination.

I understand that Fidelity reserves the right to charge an account liquidation termination fee whether the account is terminated by Me or by Fidelity.

If my Fidelity brokerage accounts are terminated, whether by me or you, I will promptly return all unused checks and cards to you. I understand that failure to return such checks and cards may result in a delay in complying with my instructions as to the disposition of assets in my accounts. Fidelity reserves the right to charge a service fee or close any accounts that fail to maintain minimum activity or balance requirements, and further reserves the right to close any accounts or remit credit balances because of insufficient investment-related activity. Fidelity may periodically review my accounts' activity and reserves the right to charge reasonable inactivity fees, or to close or change the optional account features, fees, and services, or to cease paying interest on account credit balances for any reason, including, but not limited to, insufficient investment activity in accordance with the regulations of the New York Stock Exchange and Securities Investor Protection Corporation. Fidelity will notify me if any changes or charges are imposed. Termination will result in cancellation of my account and other features or privileges.

My account balance and certain uncashed checks issued from my account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

**Texas Residents only:** In accordance with Texas House Bill 1454, I, as an account owner, may designate a representative for the purpose of receiving a due diligence notice. If I add a designated representative, Fidelity is required to mail the written notice upon presumption of abandonment to the representative, in addition to mailing the notice to me, the account owner.

#### 30. Termination of Authorizations

The authorizations I have granted in this Application and Agreement is a continuing one and shall remain in full force and effect until Fidelity is notified in writing of my death, disability or incapacity or unless revoked through written notice actually received by Fidelity. Such revocation, however, shall not affect any prior liability or obligation in any way resulting from any transaction initiated before receipt of the revocation. I am not relying on Fidelity to keep track of the granting or revocation of trading authorization to SAMs by me and/or my Authorized agent(s)/Advisor(s) from time to time. Furthermore, it is understood that the authorizations and indemnity is in addition to, and in no way restricts, any rights that may exist at law or under any other agreement(s) between me and Fidelity. The authorizations and indemnity shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts. It shall inure to the benefit of Fidelity and of any successor firm or firms (whether by merger, consolidation or otherwise) irrespective of any change(s) at any time in the personnel thereto for any cause whatsoever and to the benefit of the affiliates and the assigns of Fidelity or any successor firm. It is further understood that Fidelity reserves the right, but is not obligated, to request authorization from me prior to executing any transaction requested from my Authorized agent(s)/Advisor(s) and/or SAM(s), and to cease accepting instructions from my Authorized agent(s)/Advisor(s) and/or SAM(s) at Fidelity's sole discretion and for its sole protection. I understand that if Fidelity terminates this account agreement with my Authorized agent(s)/Advisor(s) and/or SAM(s), Fidelity will not be obligated to honor the authorization I have granted to my Authorized agent(s)/Advisor(s) and/or SAM(s) in this Agreement, and I will have exclusive control over, and responsibility for, my account; and unless Fidelity notifies me otherwise, my account will become a Fidelity retail brokerage account.

#### 31. Pre-Dispute Arbitration Agreement

**This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**All controversies that may arise between me, my Authorized agent/ Advisor, and you, concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me, my Authorized agent, and you, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. The designation of the rules of a self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**

# Margin Account Agreement

## Please retain for your records.

To: Fidelity Brokerage Services LLC ("FBS") and National Financial Services LLC ("NFS," together with FBS, "Fidelity" or "You")

In consideration of Fidelity accepting one or more accounts, I acknowledge that I have read, understood and agree to the terms set forth below.

## BROKERAGE MARGIN ACCOUNT

I understand that I must qualify for margin privileges before I am eligible for margin trading. The settlement of securities purchases and other debit items in my account comes first from Core Transaction Account balances and second from any margin availability. Any cash, bank deposit sweep, or money market fund balance in my Core Transaction Account will then be automatically applied to my margin debit balance. Further, I have care-fully examined my financial resources, investment objectives, and tolerance for risk along with the terms of the margin agreement and have determined that margin financing is appropriate for me. I understand that investing on margin involves the extension of credit to me and that my financial exposure could exceed the value of my securities. Any information I give you on this account agreement will be subject to verification, and I authorize you to obtain a credit report about me at any time. Upon written request, you will provide the name and address of the credit reporting agency used.

If my account is approved for margin, all marginable assets will be held in a margin account, unless I or my Authorized agent(s)/Advisor(s) instructs you to the contrary.

## LOAN OF MARGIN SECURITIES: SECURITY INTEREST

Any and all credit balances, securities, or contracts relating thereto, and all other property of whatsoever kind belonging to me or in which I may have an interest held by you or carried for my accounts, shall be subject to a general lien for the discharge of my obligations to you (including unmatured and contingent obligations), however arising and without regard to whether or not you have made advances with respect to such property and without notice to me, may be carried in your general loans, and all securities may be pledged, re-pledged, hypothecated or re-hypothecated, separately or in common with other securities or any other property, for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities or other property. Fidelity may use certain securities in my Margin Account for, among other things, settling short sales and lending the securities for short sales, and as a result may receive compensation in connection therewith. At any time and from time to time you may, at your discretion, without notice to me, apply and/or transfer any securities, contracts relating thereto, cash or any other property therein, interchangeably between any of my accounts, whether individual or joint from any of my accounts, to any account guaranteed by me. You are specifically authorized to transfer to my Cash Account, on the settlement day following a purchase made in that brokerage account, excess funds available in any of my other accounts, including, but not limited to, any free balances in any margin account, sufficient to make full payment of this cash purchase. I agree that any debit occurring in any of my accounts may be transferred by you at your option to my Margin Account.

Shares of any investment company in which the account holder(s) has an interest and for which Fidelity Management & Research Company serves as investment advisor also are subject to a general lien for the discharge of my obligations to Fidelity, and Fidelity may redeem any such shares to satisfy my obligation without further notice or demand. However, no provision of this agreement concerning liens or security interests shall apply to any account to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code relating to retirement accounts.

In return for your extension or maintenance of credit in connection with my account, I acknowledge that the securities in my margin account, together with all attendant rights of ownership, may be lent to you or lent by you to others. In connection with such loans and in connection with securities loans made to me to facilitate short sales, you may receive and retain certain benefits to which I will not be entitled. Such loans may limit, in whole or in part, my ability to exercise voting rights and/or my entitlement to interest, dividends, and/or other distributions with respect to the securities lent. I understand that, while a security in my account is lent to you or to others, the borrower or the party to whom the borrower has sold the security may be entitled to interest, dividends, and/or other distributions, and I may be allocated and receive substitute payments in lieu of such interest, dividends, and/or other distributions. I understand that substitute payments may not be afforded the same tax treatment as actual interest, dividends, and/or other distributions, and that I may incur additional tax liability for substitute payments that I receive. Fidelity may allocate substitute payments in any manner permitted by law, rule, or regulation, including, but not limited to, means of a lottery allocation method. I acknowledge that I am not entitled to any compensation in connection with securities lent from my account or for additional taxes I may be required to pay as a result of any tax treatment differential between substitute payments and actual interest, dividends, and/or other distributions.

## PAYMENT UPON DEMAND

I will maintain such margins as you may in your discretion require from time to time and will pay on demand any debit balance owing with respect to any of my accounts. I will be liable to you for any deficiencies in such account in the event of the liquidation of such accounts, in whole or in part, by you or the undersigned. Whenever in your discretion you deem it desirable for your protection (and without the necessity of a margin call), including, but not limited to, extreme market volatility or trading volumes, or an instance where a petition in bankruptcy or for the appointment of a receiver is filed by or against me, or an attachment is levied against my brokerage account, or in the event of notice of my death or incapacity, or in compliance with the orders of any Stock Exchange, you may, without prior demand, tender and, without any notice of the time or place of sale, all of which are expressly waived, sell any or all securities or contracts relating thereto that may be in your possession, or that you may be carrying for me, or buy any securities, or contracts relating thereto of which my account or accounts may be short, in order to close out in whole or in part any commitment on my behalf, or you may place stop orders with respect to such securities, and such sale or purchase may be made at your discretion on any Stock Exchange or other market, including before or after hours markets, where such business is then transacted, or at public auction or private sale, with or without advertising and neither any demands, calls, tenders or notices that you may make or give in any one or more instances nor any prior course of conduct or dealings between us shall invalidate the aforesaid waivers on my part. You shall have the right to purchase for your own account any or all of the aforesaid property at such sale, discharged of any right of redemption, which is hereby waived. I understand that my financial exposure could exceed the value of securities in my account.

I am liable for payment upon demand of any debit balance or other obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. Interest will accrue on any such deficiency at prevailing margin rates until paid. I agree to reimburse Fidelity for all reasonable costs and expenses incurred in the collection of any debit balance or unpaid deficiency in any of my accounts, including, but not limited to, attorneys' fees.

By signing this Agreement, I hereby grant to Fidelity and its affiliates, to secure the payment and performance in full of all of the Obligations (as hereinafter defined), a security interest in, and pledge and assign to Fidelity and its affiliates, the following properties, assets and rights, whether now owned or hereafter acquired or arising, whether individually or jointly owned and/or held by me with others, and all proceeds and products thereof (all of the same being hereinafter called the "Property"): any and all securities, other investment properties (including investment company securities and securities accounts), monies, credit balances, assets or related contracts and deposit accounts, to the extent any of the foregoing may now or hereafter be (i) held, carried and/or maintained by Fidelity and/or any of its affiliates, (ii) held, carried or maintained by Fidelity and/or any of its affiliates through any correspondent broker/dealer of NFS ("broker/dealer"), (iii) in the possession or control of Fidelity or any of its affiliates for any purpose, including for safekeeping, or (iv) held, carried or maintained or in the possession or control of the Fidelity Group of Funds, Fidelity Service Company, Inc., as a transfer agent for the Fidelity Group of Funds, or any sub transfer agent of the Fidelity Group of Funds. All terms defined in the Uniform Commercial Code of the Commonwealth of Massachusetts and used herein shall have the same definitions herein as specified therein; however, if a term is defined in Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts differently than in another Article of the Uniform Commercial Code of the Commonwealth of Massachusetts, the term has the meaning specified in Article 9. For purposes hereof, the term "Obligations" shall mean any and all indebtedness, liabilities or other obligations (including unmatured and contingent obligations) now or hereafter owed by me to Fidelity, any of Fidelity's affiliates, or any broker/dealer, including, but not limited to, any such indebtedness, liabilities or other obligations arising under this Agreement.

If a default shall have occurred and is continuing, Fidelity and its affiliates, without any other notice to or demand upon me, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Property is located, including, without limitation, the right to take possession of the Property. Without limiting the foregoing, I understand that in the event any Obligations remain unpaid after payment is requested of me, Fidelity shall have the right to sell, liquidate, transfer or assign such Property to satisfy any such Obligation whether or not Fidelity has made advances with respect to such Property. No further demand or notice shall be required prior to taking such an action. Fidelity shall have the discretion to determine which Property is to be sold, liquidated, transferred, or assigned. Neither Fidelity nor any of its affiliates shall be required to marshal any preset or future collateral security (including, but not limited to, the Property) for, or other assurances of payment of, the Obligations of any of them, or resort to such collateral security or other assurances of payment in any particular order.

I agree to cooperate with Fidelity and its affiliates and to execute such further instruments and documents as Fidelity or its affiliates shall reasonably request to carry out to their satisfaction the transactions contemplated by this Agreement.

## SETTLEMENT OF TRANSACTIONS

In the absence of a specific demand, all transactions in any of my accounts are to be paid for, securities delivered or required margin deposited no later than 2 p.m. Eastern time on the settlement date. And I agree to deliver my securities I have in my possession in sufficient time to be received by Fidelity one day before the settlement date. Fidelity reserves the right to cancel or liquidate, at my risk, any transaction not timely settled. Margin calls are due on or before the date indicated regardless of the settlement date of the transaction. For most stocks and bonds, the settlement date is the third business day following the trade date. Settlement dates for U.S. government issues vary. Options settle on the next business day. Interest will be charged on any debit balance which remains in my brokerage account past the settlement date as explained in the Disclosure of Credit Terms on Transactions section of this Agreement.

## RECEIPT OF COMMUNICATIONS

Communications by mail, electronic means, messenger, telegraph or otherwise, sent to me at the U.S. postal mail address listed on the account application, or any other address I may give Fidelity, are presumed to be delivered to and received by me whether actually received or not. I understand that I should promptly and carefully review the transaction confirmations and monthly statements and notify you of any errors. Information contained on transaction confirmations and account statements is conclusive unless I object in writing immediately after its being transmitted to me or my Authorized agent(s)/Advisor(s).

## RATE OF INTEREST

I agree to be charged interest on any credit extended to, or maintained for, me by you for the purpose of purchasing, carrying, or trading in any security. The annual rate of interest that will be charged on U.S. Dollar debit balances will be calculated by means of a formula based on the Fidelity Advisor Base Lending Rate ("FABL"). This rate shall be made available to me through my Authorized agent(s)/Advisor(s). The rate of interest is subject to change without prior notice in accordance with changes in the FABL. The Fidelity Advisor Base Lending Rate ("FABL") is set at the discretion of Fidelity with reference to commercially recognized interest rates, industry conditions regarding the extension of margin credit, and general credit conditions. Contact your Advisor to obtain the most recent FABL base rate. Fed Funds target rate and Call Money rate are both subject to change based on market conditions. Fidelity will apply the Fed Funds target rate and Call Money rate as published in the Wall Street Journal. Should the Targeted Fed Funds rate or Call Money rate represent a range, the high end of the range shall be used for purposes of applying the following schedule. With the exception of credit balances in the type 3- short account and type 9- income accounts, all other balances in all of my accounts opened through my Authorized agent(s)/Advisor(s) are combined to determine the daily balance, and interest is charged to the Margin Account based on the average of any resulting daily debit balance. Interest is computed monthly on the average debit balances during the month. If during the month there is a change in interest rates, separate charges will be shown for each interest period under the different rate. Interest on International balances is calculated daily according to actual daily debit balances during the month and the interest rate applicable to each currency in the account. Interest rates will vary according to actual daily debit balances and applicable international interest rates, and therefore may change without notice to me. Separate charges will be shown for each currency in the account at the end of the month. The combining of balances, as well as the actual interest calculations, are done by computer, but the interest is arrived at by multiplying the average debit balance for U.S. dollar balances by the effective rate of interest, dividing by 360, and multiplying by the number of days a daily debit balance was maintained during the interest period. Interest from International balances are calculated by multiplying the daily debit of International balances by the effective rate of interest, dividing by 360 and summing for each day a daily debit balance was maintained.

I agree that in giving orders to sell, all "short" sale orders will be designated as "short" and all "long" sale orders shall be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security and that I have delivered or will deliver by settlement date such security to you.

## MAINTENANCE OF MARGIN REQUIREMENTS

In the event there is a decline in the market value of the securities in the margin account, Fidelity may have to request additional collateral. Fidelity retains the right to require additional margin at any time you deem it necessary or advisable. Any such call for additional collateral may be met by delivery of additional marginable securities or cash. Any securities in any of the accounts of the undersigned are collateral for any debit balances in the account with you. A lien is created by these debits to secure the amount of money owed you. This means that, in accordance with the terms of this agreement, securities in the said accounts can be sold by you to redeem or to liquidate any debit balances in these accounts. Fidelity reserves the right to increase maintenance requirements and to request additional collateral at any time at Fidelity's discretion. I understand that you may borrow securities in the amount and class for which I may be carrying a short position and that you may be forced to liquidate all or part of my short position if the lender recalls the borrowed securities, which liquidation may result in a loss to me. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin,

sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from a public assistance program, or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is:

Securities and Exchange Commission, 450 Fifth Street NW, Washington, DC 20549.

## DISCLOSURE OF CREDIT TERMS ON MARGIN TRANSACTIONS

Securities and Exchange Commission Rule 10b-16 requires a broker who extends credit to a customer in connection with any security transaction to furnish the customer specified information describing the terms, conditions, and methods pursuant to which interest charges are made to customers' accounts. This disclosure is provided to you, the customer, in conformity with that rule.

Interest on debit balances held in U.S. Dollar or International currency will be charged on all accounts for any credit extended to or maintained for customers by the firm for the purpose of purchasing, carrying, or trading in securities or otherwise.

The annual rate of interest you will be charged may vary, depending upon the amount of your average debit balance and the applicable Fidelity Advisor Base Lending Rate, which is set at the discretion of Fidelity with references to commercially recognized interest rates, industry conditions regarding the extension of margin credit, and general credit conditions. Current rates are as follows:

The annual rate of interest you will be charged on United States Dollar (USD) credit may vary from a minimum of 0.2% to a maximum of 2% above the Fidelity Advisor Base Lending Rate ("FABL"), depending upon the amount of your average debit balance.

<u>Average Debit Balance</u>	<u>Interest to Be Charged Above Base Rate</u>
\$0-\$9,999	2.00%
\$10,000-\$24,999	1.50%
\$25,000-\$49,999	1.00%
\$50,000-\$249,999	0.75%
\$250,000-\$999,999	0.50%
\$1,000,000-\$4,999,999	0.25%
\$5,000,000+	0.20%

If your debit balance is in Australian Dollars, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABL for Australian Dollars ("FABL-AUD").

<u>Daily Debit Balance</u>	<u>Interest to Be Charged Above FABL-AUD</u>
\$0-\$124,999	2.00%
\$125,000-\$599,999	1.50%
\$600,000-\$1,499,999	0.50%
\$1,500,000 and over	0.00%

If your debit balance is in British Pounds, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABL for British Pounds ("FABL-GBP").

<u>Daily Debit Balance</u>	<u>Interest to Be Charged Above FABL-GBP</u>
£0-£69,999	2.00%
£70,000-£349,999	1.50%
£350,000-£699,999	0.50%
£700,000 and over	0.00%

If your debit balance is in Canadian Dollars, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABL for Canadian Dollars ("FABL-CAD").

<u>Daily Debit Balance</u>	<u>Interest to Be Charged Above FABL-CAD</u>
\$0-\$99,999	2.00%
\$100,000-\$499,999	1.50%
\$500,000-\$999,999	0.50%
\$1,000,000 and over	0.00%

If your debit balance is in Danish Kroner, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABL for Danish Kroner ("FABL-DKK").

<u>Daily Debit Balance</u>	<u>Interest to Be Charged Above FABL-DKK</u>
0 kr-649,999 kr	2.00%
650,000 kr-2,999,999 kr	1.50%
3,000,000 kr-5,999,999 kr	0.50%
6,000,000 kr and over	0.00%

If your debit balance is in Euros, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for Euros ("FABLR-EUR").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-EUR</b>
€0–€99,999	2.00%
€100,000–€499,999	1.50%
€500,000–€999,999	0.50%
€1,000,000 and over	0.00%

If your debit balance is in Hong Kong Dollars, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for Hong Kong Dollars ("FABLR-HKD").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-HKD</b>
\$0–\$799,999	2.00%
\$800,000–\$3,999,999	1.50%
\$4,000,000–\$7,999,999	0.50%
\$8,000,000 and over	0.00%

If your debit balance is in Japanese Yen, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for Japanese Yen ("FABLR-JPY").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-JPY</b>
¥0–¥9,999,999	2.00%
¥10,000,000–¥49,999,999	1.50%
¥50,000,000–¥99,999,999	0.50%
¥100,000,000 and over	0.00%

If your debit balance is in Mexican Pesos, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for Mexican Pesos ("FABLR-MXN").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-MXN</b>
\$0–\$1,499,999	2.00%
\$1,500,000–\$6,499,999	1.50%
\$6,500,000–\$12,999,999	0.50%
\$13,000,000 and over	0.00%

If your debit balance is in New Zealand Dollars, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for New Zealand Dollars ("FABLR-NZD").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-NZD</b>
\$0–\$149,999	2.00%
\$150,000–\$799,999	1.50%
\$800,000–\$1,499,999	0.50%
\$1,500,000 and over	0.00%

If your debit balance is in Norwegian Kroner, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for Norwegian Kroner ("FABLR-NOK").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-NOK</b>
0 kr–699,999 kr	2.00%
700,000 kr–3,499,999 kr	1.50%
3,500,000 kr–6,499,999 kr	0.50%
6,500,000 kr and over	0.00%

If your debit balance is Polish Zlotys, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for Polish Zlotys ("FABLR-PLN").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-PLN</b>
0 zł–349,999 zł	2.00%
350,000 zł–1,699,999 zł	1.50%
1,700,000 zł–3,499,999 zł	0.50%
3,500,000 zł and over	0.00%

If your debit balance is Singapore Dollars, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for Singapore Dollars ("FABLR-SGD").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-SGD</b>
\$0–\$149,999	2.00%
\$150,000–\$699,000	1.50%
\$700,000–\$1,499,999	0.50%
\$1,500,000 and over	0.00%

If your debit balance is South African Rand, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for South African Rand ("FABLR-ZAR").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-ZAR</b>
R 0–R 749,999	2.00%
R 750,000–R 3,999,000	1.50%
R 4,000,000–R 7,999,999	0.50%
R 8,000,000 and over	0.00%

Credit Extended by The Clearing Broker, National Financial Services, LLC.

If your debit balance is Swedish Kronor, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for Swedish Kronor ("FABLR-SEK").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-SEK</b>
0 kr–799,999 kr	2.00%
800,000 kr–3,999,999 kr	1.50%
4,000,000 kr–7,999,999 kr	0.50%
8,000,000 kr and over	0.00%

If your debit balance is in Swiss Francs, then the annual rate of interest you will be charged may vary from a minimum of 0% to a maximum of 2% above the FABLR for Swiss Francs ("FABLR-CHF").

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-CHF</b>
0 Fr–99,999 Fr	2.00%
100,000 Fr–499,999 Fr	1.50%
500,000 Fr–999,999 Fr	0.50%
1,000,000 Fr and over	0.00%

If your debit balance is in a foreign currency not specified in this disclosure, then the annual rate of interest you will be charged will be 4% above the FABLR-EUR.

<b>Daily Debit Balance</b>	<b>Interest to Be Charged Above FABLR-EUR</b>
\$0 and over	4.00%

In determining the daily debit balance for USD credit and the resulting rate of interest, Fidelity will combine the margin account balances in all accounts, except type 3- short accounts and type 9- income accounts. To determine the daily debit balance and the resulting rate of interest, we will combine the margin account balances in all accounts of the same currency, except type 3-short accounts and type 9-income accounts. Interest is then computed for each account based on the rate resulting from averaging the daily debit balances during the interest period.

My rate of interest will be changed without notice in accordance with changes in the FABLR and in my average debit balance. When my interest rate is to be increased for any other reason, I will be given at least 30 days' written notice. If FABLR is expressed as a range, Fidelity may apply the highest end of the range.

My monthly statement will show the dollar amount of interest and the interest rate charged to my account. There will be no interest charge reflected on my statement if my monthly charge for U.S. Dollar Interest is less than \$1.00. An interest cycle will cover the period beginning with the first business day following the 20th of each month. If the last day of a margin period falls on a U.S. holiday, then the prior day's interest rate will be used for calculations on that day.

All securities or other property held by Fidelity in any of my accounts are collateral for any debit balances. A lien is created by those debits to secure the amount of money owed to you. This means securities in any of my accounts can be sold to reduce or liquidate entirely any debit balances in my accounts, as authorized in the Margin Account Agreement.

If there is a decline in the market value of the securities that are collateral for my debits, it may be necessary for you to request additional margin. Ordinarily, a request for additional margin will be made when the equity in the margin account (the market value of the securities in the account in excess of the debit balances) falls below your margin maintenance requirements, which may change from time to time without notice. You retain the right to require additional margin any time you deem it desirable. Margin calls can be met by delivery of cash or additional securities.

#### Other Charges

Separate interest charges at an annual rate of 2% above FABLR may be made in the type 1-cash account in connection with:

- (a) Prepayments (by approval only) – payments to a customer of the proceeds of a security sale before the regular settlement date.
- (b) "When-issued" transactions – when the market price of the "when-issued" security deteriorates from the customer's contract price by an amount that exceeds the customer's cash deposit, interest may be charged on such excess.
- (c) Late payments – payments for securities purchased that are received past settlement date.

#### USD Interest Computation

Interest on debit balances is computed by multiplying the average daily debit balance of the account by the applicable interest rate in effect and dividing by 360, times the number of days a daily debit balance was maintained during the interest period. The daily debit balance of the account is the aggregate daily debit balance for all accounts other than my Type 3- Short and Type 9- Income Accounts.

Example for USD: FABLR of 8% – Applicable Interest Rate 10%

<u>Date</u>	<u>Daily Debit Balance</u>
June 17	\$ 0
June 18	\$5,000
June 19	\$10,500
June 20	\$8,000
Total of 3 days	\$23,500

\$23,500 divided by 3 equals \$7,833 (daily average balance), times 10% (applicable rate) divided by 360 equals \$2.18 (daily interest charge) times 3 (the number of days the account had a net debit balance during the interest period) equals an interest charge of \$6.53.

#### International Interest Computation

Interest on debit balances in foreign currencies is computed daily on the actual debit balance for that day. Depending on the index rate applicable to each currency in the account, rates may change on a daily basis. Calculated by computer, the interest on combined balances from all cash and margin accounts is arrived at by multiplying the daily debit of International balances by the applicable rate of interest, dividing by 360 and summing for each day.

Example for International Margin Interest Computation:

<u>Date</u>	<u>CAD Daily Debit Balance</u>	<u>FABLR-CAD</u>	<u>Applicable Interest Rate</u>	<u>Interest to be Charged</u>
June 17	\$ 0	5.3%	0.0%	\$ 0.00
June 18	\$90,000	5.2%	7.2%	\$18.00
June 19	\$120,000	5.2%	6.7%	\$22.33
June 20	\$85,000	5.1%	7.1%	\$16.76
Total for billing cycle				\$57.10

Total interest owed would be \$57.10 CAD.

#### Marking to Market

The credit balance in the type 3- short account will be decreased or increased in accordance with the corresponding market values of all short positions. Corresponding debits or credits will be posted to the type 2- margin account. These entries in the type 2- margin account will, of course, affect the balance on which interest is computed. Credits in your type 3- short account, other than marking to market, will not be used to offset your type 2- margin account balance for interest computation.

#### Payment for Order Flow

NFS/FBS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution,\* the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers.

NFS/FBS may receive remuneration, compensation or other consideration for directing customer orders for equity securities to particular Broker/Dealers or market centers for execution. Such consideration may take the form of financial credits, monetary payments or reciprocal business.

\* Please note: Orders placed through any telephone, electronic, wireless or online trading systems cannot specify a particular market center for execution.

I understand that you may deliver margin calls and other notices to my Authorized agent(s)/Advisor(s) for the sole purpose of collection of my obligations under this Agreement. I agree to the foregoing and further understand that my Authorized agent(s)/Advisor(s) and/or FBS may act on behalf of NFS with respect to margin calls in its discretion.

#### GOVERNING LAW

THIS AGREEMENT AND ITS ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS; SHALL COVER INDIVIDUALLY AND COLLECTIVELY ALL FIDELITY BROKERAGE ACCOUNTS WHERE APPROPRIATE THAT THE UNDERSIGNED MAY OPEN OR REOPEN WITH FIDELITY; SHALL INURE TO THE BENEFIT OF FIDELITY'S SUCCESSORS AND ASSIGNS, WHETHER BY MERGER, CONSOLIDATION OR OTHERWISE, AND FIDELITY MAY TRANSFER THE ACCOUNT OF THE UNDERSIGNED TO YOUR SUCCESSORS AND ASSIGNS, AND THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND THE ASSIGNS OF THE UNDERSIGNED.

#### Pre-Dispute Arbitration Agreement

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- (A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

All controversies that may arise between me, you and my Authorized agent(s)/Advisor(s) concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction or transaction or the continuation, performance, interpretation or breach of this or any other agreement between me, you and my Authorized agent(s)/Advisor(s), whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any securities self-regulatory organization or securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a self-regulatory organization or securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other securities self-regulatory organization or securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. The designation of the rules of a self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such for-bearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

# Margin Disclosure Statement

## IMPORTANT INFORMATION ABOUT USING MARGIN

Fidelity is furnishing this document to you to provide some basic information about purchasing securities in a margin account and to alert you to the risks involved with trading securities in a Margin Account. Before trading securities in a margin account, you should carefully review the margin terms in your account application and agreement. Not all securities are marginable and Fidelity reserves the right in its sole discretion to determine whether to extend margin on any securities. Please contact your investment advisor regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your brokerage firm. If you choose to borrow funds from your firm, you will open a margin account with Fidelity. The securities in your accounts are Fidelity's collateral for the loan to you. The actual amount you can borrow and Fidelity's margin maintenance requirements may vary depending on Fidelity's internal margin policies, which exceed the margin requirements of FINRA and NYSE. Fidelity's margin policies are subject to review and revision at any time in Fidelity's sole discretion. Fidelity reserves the right to alter the terms on your margin loan at any time to comply with changes in Fidelity's policies. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, Fidelity can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with Fidelity, or with certain of Fidelity's affiliates, in order to maintain the required equity in the account.

### Risks of Borrowing on Margin

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- **You can lose more funds than you deposit in the margin account.** Fidelity uses internal methodologies to determine whether there is insufficient equity in your account. This valuation may differ from your valuation and may differ from the valuation that Fidelity is able to obtain if it sells these assets to meet a margin deficiency in your account. A decline in the value of securities you purchased on margin may require you to provide additional funds or margin-eligible securities to Fidelity to avoid the forced sale of any securities or assets in your account(s).
- **Fidelity can force the sale of securities or other assets in your account(s).** If the equity in your account falls below the maintenance margin requirements or Fidelity's higher "house" requirements, Fidelity can sell the securities or other assets in any of your accounts held at Fidelity, or with certain of Fidelity's affiliates, to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale, possibly including Fidelity's costs related to collecting the shortfall. If you are a director, officer or 10% shareholder of an issuer whose securities Fidelity sells to cover a margin deficiency in your account, you could be liable to this issuer for profits from the forced sale, as compared with any purchases you may have made of securities of the same issuer within six months of the sale (note that you could receive such a profit even if a shortfall remains in the account after the sale).
- **Fidelity can sell your securities or other assets without contacting you.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. In addition, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests prior to that date, including immediately selling the securities without notice to the customer.
- **You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call.** Because the securities and any other assets in your account(s) are collateral for the margin loan, Fidelity has the right to decide which assets to sell in order to protect its interests.

- **Fidelity can increase its "house" maintenance margin requirements at any time and is not required to provide you advance notice.** These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause Fidelity to liquidate or sell securities or any other assets in your account(s). Fidelity may set account or security specific margin requirements on an individual basis and takes into consideration the following factors in determining margin maintenance requirements: (i) market volatility, which may include general market, issuer, industry and country conditions; (ii) the quality and composition of the securities in your account, including issuer capitalization and issuer, industry, liquidity and ownership concentrations; (iii) the quality and composition of your portfolio, including domestic and foreign exchange exposure, fixed-income exposure, frequency of activity in your account and liquidity of your account; (iv) Fidelity's ability generally to obtain financing for its margin loans; and (v) regulatory requirements and applicable law. Fidelity may place different weight on each of these factors, which may result in Fidelity determining, in its sole discretion, to immediately increase your margin maintenance requirement, which will require you to provide additional funds or securities to avoid the forced sale of assets in your account.

Fidelity's review of any of the factors described above may require you to provide additional funds or securities, in an amount determined by Fidelity in its sole discretion, to avoid the forced sale of those securities or other securities in your account.

- **You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.
- **Short selling is a margin account transaction and entails the same risks as described above.** Fidelity can buy in your account securities to cover a short position without contacting you, and may use all or any portion of the assets in your account to make such a purchase. If the assets in your account are not sufficient to cover the cost of such a purchase, you will be responsible for any shortfall, possibly including Fidelity's costs in collecting the shortfall.
- **Fidelity can loan securities held in your margin account which collateralize your margin borrowing.** In connection with the extension or maintenance of margin credit, Fidelity may loan securities in your margin account to itself or to others. As a result of these loans, you may not be entitled to receive certain benefits of a securities owner, such as the ability to exercise voting rights and/or receive interest, dividends, and/or other distributions with respect to the securities lent. While a security in your account is lent, you may only be allocated and receive substitute payments in lieu of such interest, dividends, and/or other distributions. Substitute payments may not be afforded the same tax treatment as actual interest, dividends, and/or other distributions, and you may incur additional tax liability for substitute payments that you receive. Fidelity may allocate substitute payments in any manner permitted by law, rule, or regulation, including, but not limited to, by means of a lottery allocation method. You are not entitled to any compensation in connection with securities lent from your account or for additional taxes you may be required to pay as a result of any tax treatment differential between substitute payments and actual interest, dividends, and/or other distributions.
- **In addition to market volatility, the use of bank card, checkwriting and similar features with your margin account may increase the risk of a margin call.**
- **Fidelity may use certain securities in your account in connection with short sales and may receive compensation in connection therewith.**

Please contact your authorized agent/Advisor or Fidelity to request additional information concerning Fidelity's margin policies or concerning questions you may have with your margin account.



# Asset-Based Pricing Supplement

This supplement sets forth the terms and conditions for Asset-Based Pricing. Contact your Authorized agent(s)/Advisor(s) to determine if this supplement applies to your account.

This Fidelity Asset-Based Pricing Supplement ("Supplement") is part of my Client Account Agreement. Unless otherwise defined in this Supplement, defined terms have the same meaning as in my Client Account Agreement. In the event any provision in this Supplement conflicts or is inconsistent with any provision of my applicable Client Account Agreement, the provisions of this Supplement will control for matters related to my or my Authorized agent(s)/Advisor(s) having chosen Asset-Based Pricing ("ABP") for my Account(s). In the event that any provisions in this Supplement or my Client Account Agreement conflicts or is inconsistent with any provision of the Premiere Select IRA Custodial Agreement and Disclosure Statement, or Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, as applicable, the provisions of the Premiere Select IRA (or Roth IRA) Custodial Agreement and Disclosure Statement will control. As noted in the Client Account Agreement, I have authorized my Authorized agent(s)/Advisor(s) to enter into such schedule of interest rates, commission rates and any other fee schedules for my accounts. More specifically, my Authorized agent(s)/Advisor(s) have entered into an ABP relationship for my account(s) established at Fidelity. Account(s) chosen for Asset-Based Pricing ("ABP Account(s)") will, subject to certain restrictions, receive Fidelity's customary securities brokerage and execution services for an asset-based fee ("Asset-Based Fee" or "ABF") based on the value of certain assets in ABP Accounts, generally in lieu of paying commissions and similar costs at the time of each transaction. I understand that the ABF for each account is calculated and charged based only on the assets held in that account and does not take into consideration any other accounts or assets held at Fidelity.

**1. Chargeable Assets.** As used in this Supplement, "Chargeable Assets" mean:

- all assets in the account excluding the following assets which are defined as non-chargeable: cash and core sweep vehicles (including core money market funds), non-core Fidelity money market funds, no transaction fee (NTF) mutual funds, mutual funds with a load or sales charge, Fidelity mutual funds, alternative investments, Unit Investment Trusts (UITs), and international securities that settle and are held in local currency. Note that an international security that is held in USD will be charged an asset based fee.

Fidelity may change the definition of Chargeable Assets anytime, and any change will be effective in the following billing cycle with notice to me and my Authorized agent(s)/Advisor(s). Changes in these definitions may affect the ABF rate I am charged. In the event an Asset is deemed at any time to be non-chargeable, I understand transaction fees shall apply.

**2. Asset-Based Fee.** I agree to pay Fidelity an ABF calculated by applying the ABF as it has been communicated to me by my Authorized agent(s)/Advisor(s) to the average daily balance of Chargeable Assets held in each ABP Account. I understand that I may be subject to a minimum fee per billing cycle. The fees shall be communicated to me by my Authorized agent(s)/Advisor(s). I authorize Fidelity to provide notice of my fees or any changes in my fees to my Authorized agent(s)/Advisor(s) and I will be bound by such notice. It is my responsibility to determine from my Authorized agent(s)/Advisor(s) the fees being charged. A copy of my fee schedule can be obtained from Fidelity upon request.

For each ABP account, the ABF is calculated by applying the Annual Percentage Rate (measured by "basis points" or "BPS") to the average daily balance of the Chargeable Assets in each ABP Account (schedule may be dependant on turnover classification of my account). The ABF shall be charged in arrears based on the average daily balance of Chargeable Assets in the ABP account for the billing period. Fidelity will calculate the ABF for each Billing Period by multiplying the average daily balance of Chargeable Assets for each month by the corresponding BPS (adjusted to a monthly amount by multiplying the annual percentage rate by the number of days in the month divided by 365 days (or, 366 days in the case of a leap year) of

the applicable tiers of the schedule of my Authorized agent/Advisor. The ABF for the Billing Period will be the sum of the monthly amounts for said Billing Period. This shall be the ABF fee billed for said billing period unless the sum is less than the period's applicable minimum Account fee ("Minimum Fee") described below. The ABF shall be charged to an account on or about the seventh day of the second month following the end of each billing period.

Accounts may be subject to a Minimum Fee to be billed on the same day as the ABF. The Minimum Fee does not apply when the ABP Account's ABF for the billing period exceeds the applicable Minimum Fee. The amount charged, if applicable, will be shown on my account statement. The Minimum Fee charged will be reduced by the amount of the ABF charged to the ABP Account. Accounts may also be subject to an annual trade cap and excess trade fee applied to all trades in excess of the trade cap. The trade cap is based on the number of trades executed on all asset types and is calculated on an annual basis at the anniversary of the funding of the account or the establishment of the ABP on the account ("Anniversary Date"). Trade counting is done on a 12-month basis from the account's Anniversary Date. Certain assets may be excluded from the trade cap. For further details, contact your Authorized agent(s)/Advisor(s).

The ABF, Minimum Fee and Trade Cap Fee may be changed by Fidelity in its discretion. I authorize Fidelity to provide notice of my fees or any changes in my fees to my Authorized agent(s)/Advisor(s) and I will be bound by such notice. It is my responsibility to determine from my Authorized agent(s)/Advisor(s) the fees being charged.

I authorize my Authorized agent/Advisor to determine which securities and other property are to be sold and to liquidate or withdraw the securities and other property in each ABP Account, without notice to me, to pay the ABF and any other fees due to Fidelity under this Supplement. Payment of the ABF generally will be made first from free credit balances (from my core money market mutual fund, in the case of IRAs), next from the liquidation of shares of money market funds, and finally from the liquidation of any remaining securities or other property. Transfers into the ABP Account(s) of Chargeable Assets will be subject to the ABF or Minimum Fee, if applicable.

**3. Other Fees and Charges.** The ABF does not cover all fees and charges that apply to my ABP Accounts. The ABF does not cover brokerage and execution costs associated with Non-Chargeable Assets held in my ABP Accounts or with securities and other property held outside my ABP Accounts. The ABF does not cover certain charges including but not limited to transfer taxes, regulatory and exchange fees electronic fund and wire transfer fees, storage, fabrication and delivery fees for precious metals, auction fees, debit balances, margin interest, certain odd-lot differentials, other charges imposed by law, charges imposed by custodians other than Fidelity, fees in connection with custodial, trustee and other services rendered by a Fidelity affiliate, certain fees in connection with trust accounting, or the establishment, administration, or termination of retirement or profit sharing plans, and fees for other products and services that Fidelity or its affiliates may offer. Customary brokerage and execution costs will apply to purchases and sales of Non-Chargeable Assets in my ABP Account, and these charges may be applied on a per-trade basis. My ABP Account also may be subject to Supplemental Charges and Closing Fees (defined below).

**a. Closing Fee.** Fidelity may charge a fee ("Closing Fee") at the time of the termination of this Supplement or the closing of an ABP Account. This fee is in addition to any IRA termination/liquidation fees that may be applied.

**b. Agency and Principal Trades.** For agency transactions, I will pay the ABF in lieu of the commission, if any, that otherwise would be charged on a per-trade basis. However, I understand that principal transactions will be effected at a net price reasonably related to the prevailing market price and will include a dealer spread (normally the difference between the bid and the offer

price). The dealer spread will vary based on a number of factors such as the nature and liquidity of the security. I further understand that Fidelity's affiliate, National Financial Services LLC ("NFS"), generally will receive additional compensation or other benefits from principal trades because of the dealer spread or because of any gains resulting from changes in the prices of securities and other property held for NFS's own account before sale to, or after purchase from, me. Fidelity will not receive any additional compensation.

c. **Underwritten Offerings.** ABP Fees will be applied to underwritten offerings of eligible individual equities and fixed income securities purchased or held in my ABP Accounts. Underwritten offerings generally will be purchased only at the public offering price, which includes sales compensation. Fidelity's affiliate, NFS, may receive a selling concession or other compensation which is part of the underwriting commission that is described generally in the relevant offering documents. Fidelity will not receive any additional compensation.

d. **Commissions and Other Charges of other Broker-Dealers.** The ABF does not cover commissions, commission equivalents, or other charges on transactions my Authorized agent(s)/Advisor(s) place with broker-dealers other than Fidelity that settle into or from my ABP Account. Any such charges will be separately charged to my ABP Account. ABP Fees will be applied to Chargeable Assets in my ABP Account that are purchased or sold through other broker-dealers but custodied at Fidelity. I understand that my Authorized agent(s)/Advisor(s)' use of Fidelity's Prime Brokerage Services or other trade away programs will involve execution of transactions for my ABP Account by broker-dealers other than Fidelity, and that such transactions will be subject to additional fees charged by Fidelity for its Prime Brokerage Services or other trade-away program. Because I will be charged commissions, commission equivalents, dealer markups, markdowns, or other charges on transactions my Authorized agent(s)/Advisor(s) place with broker-dealers other than Fidelity – which will be in addition to the ABF I pay Fidelity under this Supplement – I recognize that my Authorized agent(s)/Advisor(s) may have an incentive to execute most transactions for settlement into my ABP Account through Fidelity. This incentive could, in some circumstances, conflict with my Authorized agent(s)/Advisor(s)' duties to obtain best execution of transactions for my ABP Account.

4. **Valuation of Chargeable Assets.** For purposes of determining the market value of the Chargeable Assets in my ABP Accounts, securities listed on a national securities exchange will be valued, as of the valuation date, at the closing price on the principal exchange on which they are traded. Securities and other property in my ABP Account will be valued in a manner determined by Fidelity in good faith to reflect their estimated fair market value. Fidelity may use prices obtained from third-party vendors. While Fidelity believes these sources to be reliable, Fidelity's valuation of Chargeable Assets for purposes of this Supplement should not be considered a guarantee of any kind whatsoever of the value of any assets in my ABP Accounts. The actual prices at which securities may be bought and sold may be different from those used for purposes of this Supplement. The ABF and other ABP Fees will apply to short market positions in Chargeable Assets. Chargeable Assets purchased on margin are subject to the ABF and the market value of the Chargeable Assets will not be reduced by the amount of any margin indebtedness or increased by the amount of any credits. I understand that margin is not available on my Premiere Select IRAs (or Premiere Select Roth IRAs).

5. **Acknowledgements.** I understand and agree that:

a. **Special Considerations.** I have determined in consultation with my Authorized agent(s)/Advisor(s) that participation in this ABP arrangement ("ABP Arrangement") is suitable and appropriate for me. **ABP Arrangements are not right for everyone.** In deciding whether this arrangement is appropriate, I have carefully considered, in consultation with my Authorized agent(s)/Advisor(s), all relevant factors, including my past and anticipated trading practices and holdings of Chargeable Assets, my Authorized agent(s)/Advisor(s)' investment strategies and trading patterns (including the frequency of trading and the number and size of the

transactions that my Authorized agent(s)/Advisor(s) order for my ABP Accounts), the costs and potential benefits of this arrangement as compared to paying commissions on a per-trade basis, and my investment objectives and goals. I understand that, depending on the circumstances, the brokerage and execution services offered through this arrangement would be available for less money if I paid commissions and execution costs on a per-trade basis. I have also considered whether this arrangement is appropriate if I primarily intend to hold the types of Chargeable Assets or engage in the trading strategies described below:

- **"Buy and Hold" Investors.** This arrangement is designed for investors who trade with some regularity and may not be appropriate if I do not intend to trade or intend to make only a small number of trades. It may not be appropriate for me to include in my ABP Account existing securities or other property that I intend to hold for a long time.
- **Short-Term Trading Activity.** ABP Accounts are not intended for day trading (i.e., the practice of purchasing and selling or selling and purchasing the same positions in one trading day) or other short-term or excessive trading activity, including excessive options trading. If I engage in trading activities Fidelity views as excessive, I may be subject to additional charges and/or Fidelity may restrict my ABP Account and/or convert it to a transaction based account which shall effectively terminate this Supplement.
- **Prior Commission Payments.** I may transfer Chargeable Assets on which I have previously paid a commission or similar fee on a per-trade basis into my ABP Account. The ABF will be applied to these transferred securities even though a commission or other similar fee has previously been charged, and I will consider whether it is appropriate to transfer such securities and other property into my ABP Account.

b. **Arrangement Is Appropriate for Me.** I have determined, in consultation with my Authorized agent(s)/Advisor(s) that participation in this ABP Arrangement is suitable and appropriate for me. Accordingly, I have carefully considered all relevant factors, including the factors described in this Supplement. I acknowledge that Fidelity has not recommended participation in this ABP Arrangement. I agree that Fidelity is not responsible for determining whether participation in this ABP Arrangement remains suitable or appropriate for me. Rather, such determination is solely mine and my Authorized agent(s)/Advisor(s)' responsibility. Because the relevant factors bearing on the appropriateness of my participation in this ABP Arrangement may change over time, I will periodically reevaluate, in consultation with my Authorized agent(s)/Advisor(s), whether continued enrollment in this ABP Arrangement remains suitable and appropriate for me. I acknowledge that I have been given notice of all fees and other charges related to my having chosen ABP for my managed accounts. I further represent that all such fees are reasonable in light of the services being provided to me.

c. **No Investment Advice.** This ABP Arrangement is a pricing alternative, not an investment advisory service. My ABP Account is a brokerage account in which, subject to certain restrictions, Fidelity provides securities brokerage and execution services on a non-discretionary basis for an ABF. Any information or assistance Fidelity provides to me in this ABP Arrangement is solely incidental to Fidelity's business as a broker-dealer and is customarily provided or available without charge where brokerage and execution charges are paid on a per-trade basis. Neither Fidelity nor any of its affiliates or employees is acting or will act as an "investment adviser" as defined in the Investment Advisers Act of 1940 ("Advisers Act") with respect to my ABP Account. The Advisers Act will not apply to the relationship between me and Fidelity (including its affiliates and employees) with respect to my ABP Account. Fidelity is not an "investment manager" and does not provide investment advice within the meaning of the Employee Retirement Income Security Act of 1974 as a result of the services provided under this Supplement, and Fidelity does not, nor will it, render advice or any other services.

- d. **Payments to Affiliates; Multiple Layers of Fees.** Fidelity, its affiliates and employees may receive additional compensation in connection with specific types of Chargeable Assets as described in the Supplement. These Chargeable Assets will also be included for purposes of calculating the ABP Fees. This may result in me paying multiple layers of fees on certain Chargeable Assets.
- e. **Limitation of Liability; Risk Acknowledgement.** All investments involve risk, and certain types of investments involve substantially more risk than others. I (or my Authorized agent(s)/Advisor(s)) will select investments for my ABP Account, and neither Fidelity nor any of its affiliates or employees will have any discretionary authority or control over my ABP Account. Fidelity, its affiliates and employees will execute transactions for my ABP Account only as specifically instructed by me or my Authorized agent/Advisor or other authorized representative. I am responsible for any trades placed in my ABP Account and for all losses arising from or related to my ABP Account.
- f. **Tax Considerations.** The ABF paid in connection with my ABP Account may be considered by the Internal Revenue Service as an investment expense, rather than a transaction charge, which may result in less favorable tax treatment for me. If I sell or redeem Chargeable Assets, including as part of a transfer described in paragraph 5, that sale or redemption of Chargeable Assets may result in adverse tax consequences. Notwithstanding anything herein to the contrary, I understand that distributions from IRAs are subject to ordinary income tax and a possible 10% penalty if I am under age 59½. I understand that Fidelity does not, and will not, offer tax advice and I am encouraged to consult a tax advisor or other qualified professional.

This section applies only to accounts established in the Managed Account Solutions (formerly Managed Account Resources Platform ("MAS Platform")): Be advised that the billing cycle and householding features are unique for this platform. The MAS Platform will bill your ABP Fees at the beginning of the quarter on or about the fifteenth day of the quarter. The ABP Fees will be determined by applying the BPS to your Account(s) previous quarter ending account balance. Within the MAS Platform, any Accounts in each of the MAS Programs will be householded for purposes of calculating and billing the ABF.

**6. Duration and Termination.** I agree that, even though I have signed the Client Account Agreement and agreed to this Supplement, Fidelity may refrain from providing the services described in this Supplement until all of Fidelity's internal procedures for establishing ABP Accounts have been completed and any necessary internal approvals have been obtained. This Supplement will become effective when accepted by Fidelity. Either party may terminate the Supplement. Fidelity will accept verbal termination instructions from me directly or my Authorized agent(s)/Advisor(s). In the event of the termination of an ABP Account, this Supplement will terminate with respect to such account, but will remain in full force and effect as to any remaining ABP Accounts. Termination of this Supplement will not result in termination of the Client Account Agreement, the terms and conditions of which will continue to remain in full force and effect and the Client Account will be subject to transaction based pricing which shall be communicated to me by my Authorized agent(s)/Advisor(s). In the case of any termination by me, the "Termination Date" is the last business day of the quarter in which my notice is received by Fidelity. In the case of any termination by Fidelity, the "Termination Date" is the date on which any such notice is sent by Fidelity to me. Termination of this Supplement or any particular ABP Account will not affect or preclude the consummation of any trade initiated, or any liability or obligation arising before the Termination Date, including payment of any outstanding fees.

**7. Amendments.** Fidelity may amend this Supplement on written notice to my Authorized agent(s)/Advisor(s) or me and any amendment will be effective as of the date specified by Fidelity.



# Trade-Away Securities Transactions Supplement

To: Account Owner(s) ("I")

From: Fidelity Brokerage Services LLC and National Financial Services, LLC (collectively, "Fidelity")

**Pursuant to the terms of my Client Agreement I have authorized Fidelity to accept any trading, servicing or account related instruction from my Authorized Agent(s)/Advisor(s), including authorizing my Authorized agent(s)/Advisor(s) to execute securities transaction directly with broker dealers that are not affiliated with Fidelity, including both domestic and foreign executing brokers ("Executing Brokers"). My Authorized agent (s)/Advisor(s) have indicated to Fidelity my Authorized agent(s)/Advisor(s) may engage in executing securities transactions with Executing Brokers. This notice is a supplement to my Brokerage Account Client Agreement and provides the details of the terms and conditions for Fidelity's role in securities transactions my authorized agent(s)/Advisor(s) execute with Executing Brokers. Defined terms have the same meaning as in my Client Agreement. I have read this information carefully and have contacted my Authorized agent(s)/Advisor(s) with any questions.**

The terms of my Client Agreement authorize and direct Fidelity to accept any trading, servicing, account-related, or other instruction of my Authorized agent (s)/Advisor(s) on my behalf. This includes the execution of trade away securities transactions ("Trade Away Transactions") directly through Executing Brokers. If my Authorized agent(s)/Advisor(s) execute Trade Away Transactions directly through Executing Brokers, I understand that I and my Authorized agent(s)/Advisor(s) are solely responsible for the selection of any Executing Brokers. Fidelity will have no obligation to select, monitor or supervise the Executing Brokers.

The Executing Broker will be entirely responsible for the execution and clearance of Trade Away Transactions executed on my behalf. Fidelity, as custodian of my account, will act solely as settlement agent and will have no other responsibility whatsoever with regard to any Trade Away Transactions. Fidelity's duties in this regard will be further conditioned on Fidelity having custody of or receiving the subject securities or other property (including cash) in good deliverable form before settlement. I understand that Fidelity has the right to cancel any Trade Away Transaction if Fidelity does not receive subject securities or other property, including cash to settle the Trade Away Transaction by settlement date.

To facilitate settlement on my behalf, Fidelity may book Trade Away Transactions through its systems in a manner that makes them appear as though they are "buys" and "sells," and may reflect this activity as a "trade" on standardized communications, including but not limited to periodic account statements and trade confirmations. I understand that, notwithstanding the presentation of this information on communications I receive from you, Fidelity is acting solely as settlement agent connection – Trade Away Transactions.

I understand that I may be subject to additional trade-away fees for Trade Away Transactions executed by Executed Brokers and my Authorized agent(s)/Advisor(s) have informed me of the trade-away fees that may apply to my account and I agree to be bound thereby.

I understand that securities positions that are not in the possession or control of Fidelity are not covered by the SIPC protection or any additional insurance secured by Fidelity that covers positions held in my Fidelity brokerage account.

I understand that Fidelity may limit or restrict the number or volume of Trade Away Transactions in my account. I also understand that I may be required to maintain minimum net equity levels in my Fidelity brokerage account. I understand that any such limitations or requirements will be communicated to me on an initial and ongoing basis through my Authorized agent/Advisor.

I acknowledge that direct investments in foreign markets involve various investment risks, including foreign exchange risk (the possibility that foreign currency will fluctuate in value against the U.S. dollar), increased volatility as compared to the U.S. markets, political, economic and social events that may influence foreign markets or affect the prices of foreign securities, lack of liquidity (foreign markets may have lower trading volumes and fewer listed companies, shorter trading hours and restrictions on the types of securities that foreign investors may buy and sell) and less access to information about foreign companies. Emerging markets, in particular, can be subject to greater social, economic, regulatory, and political uncertainties and can be extremely volatile. Foreign securities trading also may be subject to various credit, settlement, operational, financial and legal risks that may affect the ability of my Authorized agent(s)/Advisor(s) to engage in foreign securities transactions on my behalf and may make it more costly to access foreign markets. These risks include:

- **Physical Markets.** Certain markets may have less regulated or less liquid securities markets. In addition, some countries still rely on physical markets that require delivery of properly endorsed share certificates to effect trades. As a result, the settlement process can be lengthy (and erratic in some markets) and carry an increased risk of fails.
- **Misidentification of Securities.** Foreign companies may have multiple classes of securities, including "foreign" and "local" shares. Inadequate understanding of a foreign company's capital structure or imprecision in placing orders with Foreign Executing Brokers can result in my Authorized agent(s)/Advisor(s) purchasing the wrong securities.
- **Non-DVP Transactions.** Local trading and settlement customs frequently require non-DVP ("delivery versus payment") transactions. Unlike DVP transactions, which involve a simultaneous exchange of securities and payment, non-DVP transactions can increase counterparty risk because the purchaser pays before securities are delivered or the seller delivers securities before payment is made.
- **Trading Days and Hours.** Differences in trading days and hours can also create operational issues and complicate clearance and settlement.
- **Cross-Border Settlement.** Cross-border settlement involves the interaction of different settlement systems and differing (and potentially inconsistent) laws in each of the affected countries.
- **Trading Restrictions and Market Operations.** Foreign markets often operate differently from U.S. markets. For example, there may different periods for clearance and settlement of securities transactions and investments in foreign securities may be subject to local market trading restrictions.
- **Limited Recourse under Local Law.** A U.S. investor may not be able to sue a foreign issuer or a Foreign Executing Broker or to enforce a judgment in U.S. courts. The only available remedy may be the legal remedies that are available under foreign law, and those remedies may be limited.

I agree to indemnify and hold harmless Fidelity, its affiliates and their respective officers, directors, employees and agents from and against any and all losses, claims or financial obligations ("Losses") that may arise from any act or omission of my Authorized agent(s)/Advisor(s) with respect to my account, including Losses arising out of or relating to Trade Away Transactions that my Authorized agent(s)/ Advisor(s) may execute directly with Executing Brokers.



# Notice of Business Continuity Plans

**Fidelity Brokerage Services LLC and National Financial Services LLC**

December 2014

Fidelity Brokerage Services LLC ("FBS") and National Financial Services LLC ("NFS") are committed to providing continuous customer service and support; however, we recognize that there are potential risks that could disrupt our ability to serve you. We are confident that we have taken the necessary steps that will allow us to reduce or eliminate the impact of a business disruption.

FBS and NFS recognize the responsibility we have to our customers. We have implemented a business continuity management program with a strong governance model and commitment from senior management. Our continuity program's primary objectives are to meet the needs of our customers, maintain the well-being and safety of our employees and meet our regulatory obligations. The planning process is risk based and involves the understanding and prioritization of critical operations across the firm, the anticipation of probable threats, and the proactive development of strategies to mitigate the impact of those events.

Our continuity planning teams work closely with local governments and officials in the event of an outage impacting our operations. Additionally, FBS and NFS have identified three large-scale scenarios that require particular focus: pandemics, events impacting stock and bond market operations, and cyber events. Detailed response plans have been developed and cross-discipline teams have been trained to address day-to-day disruptions as well as these specific events.

All FBS and NFS departments have developed the capability to recover both operations and systems. All continuity plans are designed to account for disruptions of various lengths and scopes, and to ensure that critical functions are recovered to meet their business objectives. Critical business groups operate from multiple sites. Dedicated teams within our technology organizations ensure that critical applications and data have sufficient redundancy and availability to minimize the impact of an event. Key components of FBS's and NFS's continuity and technology recovery plans include:

- Alternate physical locations and preparedness
- Alternative means to communicate with our customers
- Back-up telecommunications and systems
- Employee safety programs

Plans are tested regularly to ensure they are effective should an actual event occur. FBS's and NFS's Business Continuity Plans are reviewed no less than annually to ensure that the appropriate updates are made to account for operations, technology, and regulatory changes. To obtain a copy of this notice at any time, contact NFS directly.

<b>FACTS</b>	<h2>What do Fidelity Investments and the Fidelity Funds do with your personal information?</h2>		
<b>WHY?</b>	<p>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>		
<b>WHAT?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and employment information</li> <li>■ assets and income</li> <li>■ account balances and transaction history</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
<b>HOW?</b>	<p>All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Fidelity Investments and the Fidelity Funds (hereinafter referred to as "Fidelity") choose to share, and whether you can limit this sharing.</p>		
<b>REASONS WE CAN SHARE YOUR PERSONAL INFORMATION</b>		<b>DOES FIDELITY SHARE?</b>	<b>CAN YOU LIMIT THIS SHARING?</b>
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you		Yes	No
<b>For joint marketing with other financial companies</b>		No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences		Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness		No	We don't share
<b>For nonaffiliates to market to you</b>		No	We don't share
<b>QUESTIONS?</b>	Call 800-343-3548. If we serve you through an investment professional, please contact them directly. Specific Internet addresses, mailing addresses, and telephone numbers are listed on your statements and other correspondence.		



WHO WE ARE	
Who is providing this notice?	Companies owned by Fidelity Investments using the Fidelity name to provide financial services to customers, and the Fidelity Funds. A list of companies is located at the end of this notice.
WHAT WE DO	
How does Fidelity protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fidelity collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or direct us to buy/sell your securities</li> <li>■ provide account information or give us your contact information</li> <li>■ tell us about your investment portfolio</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using certain information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as National Financial Services LLC, Strategic Advisers LLC, and FIAM LLC.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Fidelity does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Fidelity doesn't jointly market.</li> </ul>
OTHER IMPORTANT INFORMATION	
<p>If you transact business through Fidelity Investments life insurance companies, we may validate and obtain information about you from an insurance support organization. The insurance support organization may further share your information with other insurers, as permitted by law. We may share medical information about you to learn if you qualify for coverage, to process claims, to prevent fraud, or otherwise at your direction, as permitted by law. You are entitled to receive, upon written request, a record of any disclosures of your medical record information. Please refer to your statements and other correspondence for mailing addresses.</p> <p>If you establish an account in connection with your employer, your employer may request and receive certain information relevant to the administration of employee accounts.</p> <p>If you interact with Fidelity Investments directly as an individual investor (including joint account holders), we may exchange certain information about you with Fidelity Investments financial services affiliates, such as our brokerage and insurance companies, for their use in marketing products and services as allowable by law. Information collected from investment professionals' customers is not shared with Fidelity Investments affiliates for marketing purposes, except with your consent and as allowed by law.</p> <p>The Fidelity Funds have entered into a number of arrangements with Fidelity Investments companies to provide for investment management, distribution, and servicing of the Funds. The Fidelity Funds do not share personal information about you with other entities for any reason, except for everyday business purposes in order to service your account.</p> <p>For additional information, please visit <a href="http://Fidelity.com">Fidelity.com</a>.</p>	
WHO IS PROVIDING THIS NOTICE?	
<p>Fidelity Investments companies: Fidelity Brokerage Services LLC; Fidelity Distributors Corporation; Fidelity Investments Institutional Operations Company, Inc.; Fidelity Investments Institutional Services Company, Inc.; Fidelity Management Trust Company; Fidelity Personal Trust Company, FSB; Fidelity Personal and Workplace Advisors LLC; Fidelity Investments Life Insurance Company; Empire Fidelity Investments Life Insurance Company; Fidelity Insurance Agency, Inc.; National Financial Services LLC; Strategic Advisers LLC; FIAM LLC; Fidelity Health Insurance Services, LLC.</p> <p>The Fidelity Funds, which include funds advised by Strategic Advisers LLC.</p>	



# Important Information about Electronic Funds Transfer

This document provides important information regarding electronic funds transfers performed via the Automated Clearing House network, including transfers initiated by me or my Authorized agent(s)/Advisor(s). Such transfers are governed by Regulation E, as issued by the Bureau of Consumer Financial Protection pursuant to the Electronic Fund Transfer Act, and other related laws and regulations. This information is provided to me in compliance with these rules and regulations. Similar information regarding transfers initiated using a debit card will be sent to me separately with my debit card.

## Privacy Statement

I understand Fidelity Brokerage Services LLC (Fidelity) will disclose information to third parties about my account or the transfers I or my Authorized agent(s)/Advisor(s) make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with a government agency or court order, or
- (iv) For my Authorized agent(s)/Advisor(s) give Fidelity written permission, or
- (v) For other purposes in accordance with Fidelity's privacy statement

## Redemptions

The minimum Electronic Funds Transfer (EFT) transaction initiated on Fidelity.com is \$10 for redemptions and deposits, and the maximum is \$100,000. Redemptions are limited to one per day.

## Fees

There is no fee to transfer funds electronically, although my financial institution may charge transaction fees.

## EFT Transactions Initiated on Fidelity.com

If I establish EFT on Fidelity.com, I or my Authorized agent(s)/Advisor(s) may be able to immediately transfer funds from my bank account to my Fidelity Brokerage Account ("Immediate Funding EFT"). All Immediate Funding EFTs processed during the first seven (7) business days after I or my Authorized agent(s)/Advisor(s) establish EFT on Fidelity.com, will be limited to a maximum transaction amount of \$25,000 per day for customers with an existing relationship; for new customers, the maximum transaction amount is \$15,000 per day. On the eighth business day following my or my Authorized agent(s')/Advisor(s') request, the maximum transaction amount for EFTs initiated on Fidelity.com will increase to \$100,000 per day. Transfers from my Fidelity Brokerage Account to my bank account will not be allowed until the eighth business day.

## EFT Transactions Initiated by my Authorized agent(s)/Advisor(s)

There are no minimums or maximums for EFT transactions initiated by my Authorized agent/Advisor on my behalf. However, Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent(s')/Advisor(s') instructions prior to acting upon such instructions.

## Brokerage Account Minimum Balances

There is no minimum account balance to process an EFT transaction; however, my core account must have adequate funds to cover the redemption of funds.

## Business Days

For purposes of these disclosures, Fidelity's business days are Monday through Friday. Bank and New York Stock Exchange holidays are not included.

## Documentation Periodic Statement

I will receive a monthly account statement from Fidelity. If there is no activity in my account, I can receive my statement quarterly if elected.

## Direct Deposits

If I have arranged to have direct deposits made to my Fidelity Brokerage Account at least once every sixty (60) days from the same person or company, I can call Fidelity at 800-544-5555 to find out whether or not the deposit has been made.

## Special Disclosure for Covered Transfers

In general, my use of the EFT service for transfer of funds electronically other than those for which the primary purpose is the purchase or sale of securities ("Covered Transfers") is covered under the Electronic Funds Transfer Act and the Bureau of Consumer Financial Protection's Regulation E and related laws and regulations. The following terms and disclosures apply to Covered Transfers:

## Unauthorized Transfers

I will tell Fidelity promptly if I believe my PIN to authorize an EFT has been lost or stolen or may have been used without my permission. Telephoning Fidelity at the number listed below is the best way of keeping my possible losses down. If I believe my PIN has been lost or stolen, and I tell Fidelity within two (2) business days after I learn of the loss or theft, I can lose no more than \$50 for transfers if someone used my PIN without my permission. If I do NOT tell Fidelity within two (2) business days after I learn of the loss or theft of my PIN, and Fidelity can prove Fidelity could have prevented any unauthorized use if I had told Fidelity, I could lose as much as \$500. Also, if my statement shows transfers that I or my Authorized agent(s)/Advisor(s) did not make, I will tell Fidelity promptly. If I do not tell Fidelity within sixty (60) days after the first statement was mailed to me, I may not get back any money I lost after sixty (60) days if Fidelity can prove that Fidelity could have stopped someone from taking the money if I had told Fidelity in time. In extenuating circumstances Fidelity may extend such time periods. Additional protection may be available from Fidelity for specific accounts under certain circumstances.

**Stop Payment Procedures.** If I or my Authorized agent(s)/Advisor(s) have told Fidelity in advance to make regular transfers out of my Fidelity Brokerage Account, I can stop any of these payments. Here's how: I can call or write to Fidelity using the Contact Information listed below. My notice must be made in time for Fidelity to receive my request at least three (3) business days or more before the payment is scheduled to be made. If I call, Fidelity may, as an additional measure, require me to put my request in writing and get it to Fidelity within fourteen (14) days after I call. Unless otherwise provided, I may not stop payment of electronic funds transfers; therefore I should not employ electronic access for purchases or services unless I am satisfied that I will not need to stop payment.

**Fidelity's Liability for Failure to Complete a Transfer.** If Fidelity does not complete a Covered Transfer to or from my Fidelity Brokerage Account on time or in the correct amount, according to Fidelity's agreement with me, Fidelity may reimburse me for my losses or damages. However, there are some exceptions. Fidelity will not be liable for instance:

- If, through no fault of Fidelity's, I do not have enough money in my Fidelity Brokerage Account to make the Covered Transfer.
- If the money in my Fidelity Brokerage Account is subject to legal process or other claim restricting such transfer.
- If the transfer would exceed my margin availability, if any.
- If the bank account information I or my Authorized agent(s)/Advisor(s) provided to Fidelity when I or my Authorized agent(s)/Advisor(s) established EFT was incorrect or has subsequently become incorrect.

- If circumstances beyond Fidelity's control (such as fire or flood) prevent the transaction, despite reasonable precautions taken by Fidelity.
- If there was a technical malfunction that was known to me at the time I or my Authorized agent(s)/Advisor(s) attempted to initiate a Covered Transfer or, in the case of a preauthorized Covered Transfer, at the time the transfer should have occurred.

There may be other exceptions stated in Fidelity's agreement with me.

**Error Resolution.** In the case of errors or questions about my Covered Transfers, I will call or write Fidelity using the contact information listed below. I will call or write Fidelity promptly if I think my statement is wrong or if I need more information about a Covered Transfer on the statement.

**Fidelity must hear from me no later than 60 days after Fidelity sent the FIRST statement on which the problem or error appeared.**

**I will:**

- Tell Fidelity my name and account number.
- Describe the error or the Covered Transfer that I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information.
- Tell Fidelity the dollar amount of the suspected error.

If I notify Fidelity verbally, Fidelity may require that I send my complaint or question in writing within ten (10) business days. Fidelity will tell me the results of its investigation within ten (10) business days after Fidelity hears from me and will correct any error promptly. If Fidelity needs more time, however, Fidelity may take up to forty-five (45) days to investigate my complaint or question. If Fidelity decides to do this, Fidelity will credit my account within ten (10) business days for the amount that I think is in error, so that I will have the use of the money during the time it takes Fidelity to complete its investigation. If Fidelity asks me to put my request or question in writing and does not receive it within ten (10) business days, or if my account is a brokerage account subject to Regulation T of the Board of Governors of the Federal Reserve System (Credit By Brokers and Dealers, 12 CFR 220), Fidelity may not credit my account. If Fidelity decides that there was no error, Fidelity will send me a written explanation within three (3) business days after Fidelity finishes the investigation. I may ask for copies of the documents that Fidelity used in the investigation.

#### **Fidelity Contact Information**

By Mail: Fidelity Investments  
P.O. Box 770001  
Cincinnati, OH 45277-0045

By Phone: 800-544-6666



# Prime Brokerage Services Agreement

This Prime Brokerage Services Agreement ("Supplement") is part of my Client Account Agreement. Unless otherwise defined in this Supplement, defined terms have the same meaning as in my Client Account Agreement. In the event any provision in this Supplement conflicts or is inconsistent with any provision of my Client Account Agreement, the provisions of this Supplement will control for matters or services related to this Supplement.

1. In connection with my account ("Account"), I acknowledge that, under the direction of my Authorized agent(s)/Advisors, I may maintain brokerage accounts with a number of brokers outside of Fidelity ("Executing Brokers") and that my Authorized agent(s)/Advisors may from time to time place orders to be executed with one or more of these Executing Brokers. I hereby appoint you to act as prime broker for my account, to establish a prime brokerage account and to perform certain services ("Prime Brokerage Services") in accordance with the terms of this Supplement, our internal policies and procedures, applicable laws and regulations and the Securities and Exchange Commission staff's No-Action Letter, dated January 25, 1994, with respect to the provision of prime brokerage services, as the same may be amended, modified, or supplemented from time to time ("SEC Letter"). I acknowledge that I have read and am familiar with the terms of the SEC Letter and that I undertake to carry out prime brokerage transactions in accordance with the terms of the SEC Letter and to inform you promptly if this undertaking is not met. For purposes of this Supplement, "I" and "me" also refers to my Authorized agent(s)/Advisor(s).
2. With regard to my Account, I authorize the Authorized agent(s)/Advisor(s) designated to oversee the my account as my agent and attorney-in-fact, and in such capacity, the Authorized agent(s)/Advisor(s) may give instructions to you and take all actions regarding the execution, clearance and settlement of prime brokerage transactions, including all actions necessary or incidental to the completion thereof on my behalf. You may act upon any instruction(s) the Authorized agent(s)/Advisor(s) may give to you regarding my Account, without obtaining my authorization, signature, co-signature, or in any further way verifying such instructions with me. I hereby authorize you to commingle my prime brokerage transactions with those of other accounts managed by my Authorized agent(s)/Advisor(s) for settlement in bulk with you in accordance with the Authorized agent(s)/Advisor(s) instructions.
3. I authorize and direct my Authorized agent(s)/Advisor(s) to give you notice of the Executing Brokers with whom I or my Authorized agent(s)/Advisor(s) intend to place prime brokerage orders. I acknowledge that, in order to provide Prime Brokerage Services, you are required to execute an agreement with each Executing Broker with whom my Authorized agent(s)/Advisor(s) engage in prime brokerage transactions and that all prime brokerage transactions shall be subject to such agreement, as the same may be amended, modified, or supplemented from time to time ("Prime Brokerage Agreement"). I agree that, at your sole discretion, you may decline to enter into a Prime Brokerage Agreement with any Executing Broker, and you will not engage in prime brokerage transactions with any Executing Broker with whom you have not entered into a Prime Brokerage Agreement. I agree to accept any restrictions or limitations affecting my account which may result from such Prime Brokerage Agreements and your dealings with Executing Brokers. I further agree that, as between you and me, any loss resulting from any action or failure to take action by an Executing Broker or its agents or other third party with respect to me or my account, including, without limitation, the insolvency of any such party or the failure of any such party to fulfill its settlement obligations, will be borne solely by me, and I agree to indemnify you as provided below.
4. I agree that you may be required by the SEC Letter, applicable law or the Prime Brokerage Agreements, or that you may otherwise deem it necessary or appropriate, to communicate information concerning me and my account to Executing Brokers. Such information may include, but is not limited to: (i) whether the net equity in the account falls below certain minimums set forth in the SEC Letter; (ii) information regarding the allocation of prime brokerage transactions to my Account (iii) other matters requested by Executing Brokers, after consultation with me; and (iv) such other information as you may deem necessary or appropriate. I consent to, and agree to hold you harmless with respect to, the release to Executing Brokers of any and all information in your possession regarding me and my account in accordance with this paragraph. As between you and the Executing Broker, the Executing Broker will be acting as my agent for the purpose of carrying out my directions with respect to the purchase, sale, and settlement of securities.
5. I acknowledge that you have not recommended or endorsed any Executing Brokers, and you shall not be responsible or liable for any acts or omissions of any Executing Broker or its employees. I understand that you do not act as an investment advisor, give investment advice, make recommendations, or solicit orders. Nor do you advise prime brokerage customers, perform any analysis, or make any judgment on any matters pertaining to the suitability of any order, or offer any opinion, judgment, or other type of information pertaining to the nature, value, potential, or suitability of any particular investment or transaction. I also acknowledge that you have no responsibility for the trading activity in my account or the suitability thereof, or for monitoring such trading activity, and that your role is limited to carrying out the Prime Brokerage Services as described in this Supplement.
6. I agree to indemnify and hold you harmless from any loss, claim or expense, including attorneys' fees, incurred by you in connection with your acting or declining to act as prime broker for me and to fully reimburse you for any legal or other expenses (including the cost of any investigation and preparation) which you may incur in connection with any claim, action, proceeding, or investigation arising out of or in connection with this Supplement, the Prime Brokerage Services or any transactions hereunder.
7. My Authorized agent(s)/Advisor(s) will advise you by 4:30 p.m. on any trade date of the details of all transactions effected by Executing Brokers on my behalf for such date, as required by the SEC Letter (the "Trade Data"). I or my Authorized agent(s)/Advisor(s) will supply you with the following information to the extent known for each transaction: (i) account name; (ii) name of Executing Broker (and clearing broker, if different); (iii) security name, quantity, and security symbol (or CUSIP number, if no security symbol exists or is known); (iv) whether the transaction is a buy, buy to cover, sell, or sell short transaction; (v) price per share or other unit (if a trade is to be reported on an average price basis, I must compute the average price to four decimal places); (vi) exchange or other market where executed; (vii) commission rate; (viii) total execution and commission costs; (ix) if an options transaction is involved, whether the transaction is an opening or closing transaction; (x) the trade date and settlement date; (xi) for trades in non-U.S. markets, all other information required for you to settle such trades; and (xii) settlement instructions. You are authorized to acknowledge, affirm, settle, and clear all such transactions that are accepted by you. I agree that, subject to the provisions of this Supplement, you will affirm and settle transactions with an Executing Broker only to the extent that the information provided by such Executing Broker matches the trade information submitted by me or my Authorized agent(s)/Advisor(s) to you. I acknowledge and agree that you may disaffirm, "DK" (indicate that you "do not know"), or decline to affirm, clear or settle any prime brokerage order or transaction, as provided in the SEC Letter, the Prime Brokerage Agreement or this Supplement, including where I or my Authorized agent(s)/Advisor(s) have provided information to you that does not match the information provided by the Executing Broker. In such event, I shall be required to clear or settle such prime brokerage transaction with the applicable Executing Broker, and I shall be liable to you for any loss resulting therefrom.
8. You are authorized to undertake to resolve any unmatched trade reports received by you from an Executing Broker; however, I agree that I shall remain responsible for the ultimate resolution thereof. I agree that I am responsible and liable to you for all costs, losses, and fees (including, but not limited to, those associated with buy-ins and sell outs and those resulting from an Executing Broker's inability to settle a transaction) arising out of the orders placed by my Authorized agent(s)/Advisor(s) or any action not taken by an Executing Broker with respect to my account. I acknowledge that is the responsibility of the Executing Broker, working with my Authorized agent(s)/Advisor(s), to confirm to you each transaction through the ID System of Depository Trust Company ("DTC"). You shall have no responsibility with respect to Trade Data not correctly transmitted to you on a timely basis by any person or entity, including DTC.
9. I understand and agree that I shall be required to maintain in my prime brokerage account a minimum net equity as agreed upon in cash and securities with a ready market ("Minimum Net Equity"), but in no event less than that required in the SEC Letter, and that settlement of such transactions accepted by you will be made by you only if sufficient funds, or securities, as applicable, are maintained in an account with you or if I make other arrangements for settlement which are satisfactory to you; provided, however, that in no event shall you accept any transaction if I maintain, or the settlement of such transaction would cause me to maintain, a net equity less than the minimum required by the SEC Letter. I acknowledge that you may establish a higher Minimum Net Equity than that established by the SEC Letter. I understand that, in the event my account falls below the Minimum Net Equity established by you, I shall bring my account into compliance in a timely fashion, which in no event shall be later than the time required by the SEC Letter. I also understand that you reserve the right at any time to place a limit on the size of transactions executed by any Executing Brokers which are to be settled and cleared by you as prime broker.  
In the event that my account falls below the Minimum Net Equity, I hereby authorize you to notify promptly all Executing Brokers with whom you have a Prime Brokerage Agreement on my behalf of such event. If I fail to restore my account to compliance with the Minimum Net Equity, I further understand and agree that you may, without notice to me, disaffirm, DK, or decline to affirm, clear or settle any specified transaction effected by an Executing Broker on my behalf in accordance with the terms of the SEC Letter. I understand that, should you disaffirm or decline to affirm, clear or settle any transaction of mine, all of my transactions that day shall be disaffirmed, or not affirmed. I understand that I must settle outstanding trades directly with the Executing Broker and hereby authorize you to provide the Executing Broker with such Trade Data and account information as you deem necessary for the Executing Broker to settle such trades. I further understand that you will not be bound to make any investigation into the facts surrounding any transaction to which I am a party.

10. I agree to pay all fees agreed to by you and me. I understand and agree that you may charge an additional fee for each transaction effected through a prime brokerage relationship. These fees may be in addition to your usual fees for performing brokerage custody services on my behalf, and I agree to pay these additional charges. Further, I understand that Executing Brokers may charge commissions and fees for execution and clearance, and I agree to make any necessary arrangements with Executing Brokers concerning the payment of such fees, including the deduction of any such amounts from commissions charged by the Executing Brokers.
11. If I have instructed Executing Brokers to send trade confirmations to me in care of you, I understand that such confirmations are available to me without charge upon request. On the day following your receipt of information from me regarding any prime brokerage transaction, you agree to send me a notification of each such trade based on the information supplied to you by me or my Authorized agent(s)/Advisor(s). Any trade notifications issued by you as prime broker shall indicate the name of the Executing Broker involved and the other information required by the SEC Letter, provided that you will have received such information in the manner and to the extent provided herein from me. I acknowledge that you have requested that I provide you with all information required by Rule 10b-10 under the Securities Exchange Act of 1934 with respect to each prime brokerage transaction. I agree that the notifications sent by you will be based solely upon the information supplied by me or my Authorized agent(s)/Advisor(s) and that you assume no responsibility, and I will hold you harmless in connection therewith.
12. I understand that, unless I have selected to participate in the Prime Brokerage Services in the Account Characteristics section of the Application, Executing Brokers will send trade confirmations to me (either directly or, as discussed above in paragraph 11, to me in care of you) for all trades they have executed. If I have selected to participate in the Prime Brokerage Services in the Account Characteristics section of the Application, you will send all trade confirmations to my Authorized agent(s)/Advisor(s) instead of me, and I will rely upon quarterly account statements to monitor the trading activities of my Authorized agent(s)/Advisor(s) and Executing Brokers. I understand that receiving quarterly account statements in lieu of confirmations affects my ability to monitor the trading activity and investment decisions made by my Authorized agent(s)/Advisor(s) and executed by my Executing Brokers. I acknowledge that the Authorized agent(s)/Advisor(s) is(are) my fiduciary(ies) and have discretion over my Account.
13. This Supplement will apply only to transactions in debt and equity securities cleared and settled through U.S. clearance and settlement systems and in such other securities and instruments as are otherwise specifically approved by you for clearance pursuant to a separate written amendment to this Supplement. It is expressly agreed that, with respect to transactions in securities not covered by the preceding sentence, you will have no obligation to me or any third party to clear or settle trades executed by me, and I will inform the Executing Brokers in such transactions that the Executing Broker may only look to me for the settlement of such transactions and the resolution of any claim or dispute relating thereto.
14. I agree that, pursuant to your internal policies and procedures, the SEC Letter, the Prime Brokerage Agreements or applicable law, you may, at any time, cease to act as prime broker for my account or you may decline to affirm, clear, and settle any prime brokerage transaction or transactions effected by an Executing Broker on my behalf. If you do cease to act or so decline, you will make reasonable efforts promptly to notify me, but such notice will not be a condition to your right to cease to act as prime broker or to decline to affirm, clear or settle prime brokerage transactions, and you will incur no liability to me or any third party for exercising such right. In any such case and in the case of any termination of this Supplement, I agree that I must settle outstanding trades that have been "DK'd" or disaffirmed, and all future trades (in the event this Supplement is terminated) directly with the Executing Broker.

1 Exhibit "D"  
2 FIWS Stonebridge Relationship Pricing  
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4 [See Attached]  
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Exhibit "D"

# Stonebridge Investment Counsel, LLC

## Confidential Relationship Pricing and Custody Fee Schedule

September, 2019

# Stonebridge Investment Counsel, LLC

## Asset-Based Fee Structure

### Billing Methodology

Account Size	Annual Basis Points (BPs)
Up to \$1,000,000	8
>\$1,000,000 to \$2,000,000	7
>\$2,000,000 to \$5,000,000	5
>\$5,000,000	3

The fee is calculated Quarterly by multiplying the average daily balance of Chargeable Assets for each month by the BPS (adjusted to a monthly amount by multiplying the appropriate rate by the number of days in the month divided by 365 days (or, 366 days in the case of a leap year)). The Asset-Based Fee for the Quarter will be the sum of the monthly amounts for the Quarter.

Chargeable Asset means that the asset is included in the asset based fee calculation for brokerage services. Non Chargeable Asset means that the asset will not be included in the asset based fee calculation for brokerage services but will be subject to the applicable transaction fee charges.

# Stonebridge Investment Counsel, LLC

## Other Fees Charged By Custodian

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<b>OTHER FEES (Direct Customer Charge)</b>	
• Foreign Currency Exchange transaction	See Foreign Currency Exchange Schedule in the supplement
• International dividend / reorganization	FX charge up to 1.0% of principal; 0.50% for trades over \$1,000,000 USD notional
• Wire fee (including foreign currency)	\$15.00
• Wire fee (if the online cashing feature is not used)	\$30.00
• Check reorder	\$6.00
• Overnight check request	\$8.00
• Retirement Account closeout fee	\$125.00 per account
• Non-retirement account closeout fee (if full TOA to another firm)	\$75.00 per account
• ADR wind / un-wind fee	Competitive basis
• 990T Service Fee *	\$300.00 per event

\*Fidelity may be required to file IRS Form 990-T on a customer's behalf in order to report Unrelated Business Taxable Income (UBTI) of \$1,000 or more on Master Limited Partnerships (MLP) and Limited Partnerships (LP) held in the customer's retirement account. IRS Form 990-T is required to be filed by the tax filing deadline, including any extensions. In accordance with the Premiere Select IRA, Premiere Select Roth IRA and Fidelity SIMPLE IRA Custodial Agreements or the Fidelity Retirement Plan and Trust Agreement, as applicable, if a Form 990-T filing is required a \$300 IRS 990-T UBTI Tax Return Filing fee will be paid from the core account of the customer's retirement account.

Fidelity may incur additional fees from third party providers. Such charges, if any, shall be charged to the customer.